



BIRTHDAY PARTY WAIVER AND RELEASE OF LIABILITY

DISCLAIMER: EXCALIBUR GYMNASTICS, INC. IS NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON WHILE PRACTICING, TRAINING, TAKING CLASS, COMPETING, PARTICIPATING IN OPEN GYM, BIRTHDAY PARTIES, SPECIAL EVENTS, DEMONSTRATIONS OR SHOWS, OR IN ANY OTHER WAY INVOLVED IN GYMNASTICS, CHEERLEADING, PRESCHOOL, OR TEAMS AT EXCALIBUR GYMNASTICS CLUB FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF EXCALIBUR GYMNASTICS, ITS OWNERS, OFFICERS, AGENTS OR EMPLOYEES.

In consideration of my participation, I hereby release and covenant not-to-sue Excalibur gymnastics, Inc., the Excalibur gymnastics Board of Directors and officers, the Excalibur gymnastics Parents Association, and any of their employees, teachers, coaches, or agents, from any and all present and future claims resulting from ordinary negligence on the part of Excalibur gymnastics Inc. or others listed for property damage, personal injury, wrongful death, arising as a result of my engaging in or receiving instruction in gymnastics, cheerleading, or any other activities or activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me, my family, estate, heirs, or assigns.

Further, I am aware that gymnastics and cheerleading are vigorous sporting activities involving height and rotation in an unique environment and as such they pose a risk of injury. I understand that gymnastics, cheerleading, and related activities always involve certain risks, including but not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and that mats, pits, and other safety equipment and apparatus provided for my protection, including the active participation of a coach or teacher who will spot or assist in the performance of certain skills, may be inadequate to prevent serious injury. The risk of harm may be limited by all of the safety equipment and trained coaches, but never eliminated. I understand that participation in gymnastics and related activities involves activities incidental in active participation in gymnastics, including moving from event to event, conditioning, stretching and other activities which may leave me vulnerable to the reckless actions of other participants who may not have complete control over their actions or who may not see the other students in the gym. I am voluntarily participating in this activity with the knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

I further agree to indemnify and hold harmless Excalibur gymnastics and all others listed for any and all claims arising as a result of my engaging in or receiving instruction in Excalibur gymnastics, Inc. activities or any activities incidental thereto, whenever, wherever, or however the same may occur.

I understand that this waiver is included to be as broad and as inclusive as permitted by the laws of the state of Virginia and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the state of Virginia.

I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and remedies which may be available to me for the ordinary negligence of Excalibur gymnastics, Inc. or any person listed above.

I also consent to use, by Excalibur gymnastics or anyone it authorizes, of any and all photographs, tapes, or other representations, and any reproductions thereof for the purpose of promotion (including sale, publications, display and exhibition, website, and Facebook) without compensation. The member further consents and agrees that such materials and negatives shall constitute Excalibur gymnastics property, with full right of distribution.

(Signature of Parent or Legal Guardian)

Date

Participants Last Name, First Name Address City, State Zip Phone Number

Email Address



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