

High Altitude Tumbling & Cheer, LLC
Release and Waiver of Liability
Assumption of Risk and Indemnity Agreement

Please read carefully:

This form is intended to release High Altitude Tumbling & Cheer, LLC "hereinafter, HATC", its officers, agents, employees, and instructors from any and all liability and to inform you that you are assuming any and all risks for any injury that may occur as a result of any activity that may take place at the premises of HATC or in any other location while participating in any activity otherwise associated with HATC including, but not limited to classes, free trials, competitive meets, field trips, parties and any other special event.

Participant, and, if the participant is a minor, the signed parent or guardian, in attending and using this facility voluntarily and with full knowledge thereof, assumes all of those risks which are inherent in any exercise of power tumbling, trampoline and cheer or any other sport or physical activity carried out in this facility. In particular, the participant, and if a minor, the undersigned parent or guardian, understands the risks and dangers present with power tumbling, trampoline and cheer activities and any and all apparatus that could be used during such activity. Participant, and if a minor, the undersigned parent or guardian, also acknowledges the HATC is not an insurer against injury and that HATC offers its services to participants at a cost which reflects that HATC will not and cannot be monetarily responsible for personal injuries which may occur to the participant while on the premises of HATC. In consideration of this, the undersigned participant, and if a minor, the undersigned parent or guardian, agrees to hold HATC harmless from liability for any damages arising as a result of any and all personal injuries sustained by any person participating in any HATC activity, whether on or off the premises of HATC. Acts covered in this release and waiver of liability include, but are not limited to, the negligence of the gym operator and/or gym owners, employees, and agents or any other individual for whose acts the a gym might otherwise be liable; and any defective quality or performance either as to manufacturing or design, of any equipment or facilities used by HATC in its business.

The undersigned participant, and if a minor, the undersigned parent or guardian agrees not to sue HATC for any damages arising as a result of any and all personal injuries sustained by any person participating in any HATC activity, whether on or off the premises of HATC.

By signing below, the parent or guardian of minor participant, agrees that I will instruct the minor participant that prior to participating in any activity or event at HATC, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the coaches or management of HATC of such condition and refuse to participate. If I am the participant and not a minor, by signing below I certify that I understand and agree that, if at any time, I feel anything to be unsafe, I will immediately advise the coaches or management of HATC of such condition, take all precautions to avoid the unsafe area and refuse to participate any further.

By signing below, participant, and, if a minor, participant's parent or guardian, acknowledges that they have read and understand all of the above Release and Waiver of Liability and Assumption of Risk and Indemnity Agreement and that by signing below you are releasing HATC from liability for injury and that you are assuming all risk for any injury arising from any HATC related activity. Having read and understood all of the above, I, the undersigned, give my permission for my child and/or myself to participate in a HATC program, class or other activity associated with HATC. I understand that I have given up substantial rights by signing this Release and Waiver of Liability, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of participant (if over 18), parent or legal guardian.

Participant Name: _____
(please print)

Parent or Legal Guardian Name: _____
(please print)

Signature of Parent, Legal Guardian or Participant (If not a minor): _____

Date _____