

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

1. I fully understand that GymStars Gymnastics, Inc. staff members are not physicians or medical practitioners of any kind. I hereby release GymStars Gymnastics, Inc. staff to render temporary first aid to my child(ren) in the event of an injury or illness, and if deemed necessary by GymStars Gymnastics, Inc. staff members to call a doctor and seek medical help, including transportation by GymStars Gymnastics, Inc. staff members or its representative, whether paid or voluntary, to any health care facility or hospital, or calling of an ambulance for said child should GymStars Gymnastics, Inc. staff deem this necessary.

2. We, staff of GymStars Gymnastics, Inc., recognize our obligation to make our students their parents aware of the risk and hazards associated with the sport of gymnastics and tumbling. Students may suffer injuries, possibly minor, serious, or catastrophic in nature. Gymnastics and tumbling can be dangerous and lead to injury. Parents or guardians should make their child(ren) aware of the possibility of injury and encourage their children to follow all safety rules and coach's instruction. GymStars Gymnastics, Inc. and its coaches and staff members will not accept the responsibility for injuries sustained by any student during the course of gymnastics, tumbling, dance, cheerleading, open workout, camp, birthday party, or in the case of any exhibition, competition or clinic in which he or she may participate in or while travelling to or from the event.

3. Being fully aware of the risks and possibility of injury involved, I consent to have my child(ren) participate in the programs offered by GymStars Gymnastics, Inc. I, executor, or other representatives, waive and release all rights and claims for damages that I or my child(ren) may have against GymStars Gymnastics, Inc. and/or its representatives whether paid or volunteer.

4. I affirm that I can and will continue to be able to provide proper health and accident insurance coverage and proper hospitalization, which I consider adequate for my own protection. I also understand that it is the Parent or Guardian's responsibility to warn their child(ren) about the dangers of gymnastics and injury. GymStars Gymnastics will only warn the children through "Safety Messages" and through our teaching style and use of proper progressions.

5. In consideration of participating at GymStars Gymnastics, Inc., I represent that I understand the nature of this activity and that I am qualified, in good health, and in proper physical condition to participate in such activity. I fully understand that this activity involved the risks of serious bodily injury, including permanent disability, paralysis, and death, which may be caused by my own actions, or interactions, those of others participating in the event, the conditions which the event takes place, or the negligence of the "releases" named below: and there may be other risks either known or not known to me or not readily foreseeable at this time: and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the activity.

I hereby release, discharge, and covenant not to sue GymStars Gymnastics, Inc., its respective administration, directors, agents, officers, volunteers, employees, other participants, sponsors, advisors, and applicable owners and lessors of premises on which the activity takes place (each considered one of the "releases" herein) from all liability, claims, demands, losses or damages, on my account. I further agree that, if despite this release, waiver of liability, and assumption of risk, I, or anyone on my releases from any loss, liability, damage, or cost which may incur as the result as such claim.

I have read the Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement. I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be complete and unconditional release of all liability to the greatest extent allowed by law.

6. I, the minor's parent and/or legal guardian, understand the nature of the above reference activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, and covenant not to sue and agree to indemnify and save and hold harmless each of the releases from all liability, claims, demands, losses or damages on the minors account caused, or alleged to have caused, in whole or in part by the negligence of the release of otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor or anyone on the minor's behalf, make a claim against any of the above releases, I will indemnify save and hold harmless each of the releases from any litigation expenses, attorney fees, loss of liability, damage, or cost any releases may incur as the result of any such claim.

7. I further grant GymStars Gymnastics, Inc. the right to photograph, videotape, and/or record me and or/my child's name, face, likeness, voice, and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.