RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

In consideration of participating in activities with Metrolina Gymnastics, 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 acknowledge that if I believe event conditions are unsafe or I am unable to safely perform any activity, I will immediately discontinue participation in the activity.

I fully acknowledge, understand, appreciate and agree, that this activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the Releasees named below; and that there may be other risks either 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 further acknowledge, understand, appreciate and agree that my participation may result in possible exposure to and illness from infectious diseases, including, but not limited to, MRSA, Influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation and exposure.

I hereby release, discharge, and covenant not to sue Metrolina Gymnastics, its administrators, directors, agents, officers, volunteers, employees, contractors, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, damages, on my account caused or alleged to be caused in whole or in party by the negligence of the RELEASEES or otherwise, including negligent rescue operations and further agree that if, despite this release, waiver of liability, and assumption of risk, I or anyone on my behalf, makes a claim against any of the RELEASEES, I will indemnify, defend, and hold harmless each of the RELEASEES from any loss, liability, damage, or cost, which any may incur as the result of such a claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, and 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 a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

***Printed name of participant(s)** _____

PARENTAL CONSENT I, hereby covenant and promise that I am the minor's parent and/or legal guardian, and on behalf of myself and the minor, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I further understand the risk of exposure to injury and/or infectious diseases, for myself and my child, as a participant, spectator at events, classes or our presence at the facility. I hereby release, discharge, covenant not to sue and AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS each of the RELEASEES from all liability, claims, demands, losses or damages on the minor's or my account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including, but not limited to injury, negligent rescue operations, and/or exposure to infectious diseases and I further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above RELEASEES, I WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS each of the RELEASEES from any litigation expenses, attorney fees, loss liability, damage, or cost which any RELEASEE may incur as the result of any such claim.

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Printed name of Parent/or Legal Guardian **Date**

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Signature of Parent/or Legal Guardian