

# Gymlingo Academy, LLC Waiver Form 3/1/2013 version

219 S. Main St. Oconomowoc, WI 53066 262.367.4975 www.gymlingo.com

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

## INDIVIDUAL PHOTOGRAPHY CONSENT AND RELEASE

In consideration of participating in Gymlingo Academy, LLC activities 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, I will immediately discontinue participation in the Activity. I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused of 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 hereby release, discharge and covenant not to sue Gymlingo Academy LLC, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and in the future 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, save, and hold harmless each of the Releasees from any loss liability, damage, or cost, which may incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, 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 and agree that if any portion is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

I hereby grant Gymlingo Academy, permission to use and release photographs and other images of my child/children for all Gymlingo Academy related promotional materials, marketing efforts and productions without restriction. This release applies to all images of my child/children in print, electronic, video and broadcast formats, in addition to the use of my child's name, comments and endorsements that may serve to assist Gymlingo Academy with its promotional and marketing efforts. I agree that Gymlingo Academy may share these images with other media for purposes related to Gymlingo Academy's promotional and marketing efforts. In so doing, I release all claims against Gymlingo Academy and other media with respect to copyright, publication or use of such photographs or video footage, including any claims for compensation related to their use.

Signature of Participant or Parent/Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent: \_\_\_\_\_

Date: \_\_\_\_\_

Please chose one: Open Gym Open House Party Name: \_\_\_\_\_ Trip Group: \_\_\_\_\_ Try Out

Date \_\_\_\_\_ Time: \_\_\_\_\_

Participant's First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

For Minor:

DOB: \_\_\_\_\_ School: \_\_\_\_\_ How did you hear of us? \_\_\_\_\_

Parent's Name( Print) : \_\_\_\_\_