

**XTREME GYMNASTICS AND TRAMPOLINE, LLC**

**PARENTAL PERMISSION & ACKNOWLEDGMENT OF RISK, RELEASE & WAIVER OF LIABILITY, PARENTAL INDEMNITY, AND MULTIMEDIA LICENSE AGREEMENT**

**I. CONTACT INFORMATION**

Name of Participant(s): \_\_\_\_\_

I, \_\_\_\_\_, am the Natural Parent | Legal Guardian (circle one) of the above-named Participant(s).

Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

**II. ACKNOWLEDGMENT OF RISK & PARENTAL PERMISSION**

I have been informed and understand that the gymnastics, tumbling, and trampoline activities sponsored by Xtreme Gymnastics and Trampoline LLC, its members, agents, employees, affiliates, or licensees (hereinafter "XGT LLC") possess inherent risks, including: **RISKS ASSOCIATED WITH GYMNASTICS APPARATUS AND TRAINING, RISKS ASSOCIATED WITH TRAMPOLINE APPARATUS AND TRAINING, AND POSSIBILITY OF SERIOUS BODILY INJURY, PERMANENT DISABILITY, PARALYSIS, AND DEATH.** I acknowledge and assume these risks and hereby give my approval and consent for Participant(s) to participate in XGT LLC's activities. I have no knowledge of any reason that Participant(s) is not fully physically able to participate in XGT LLC's activities, and I agree to inform XGT LLC immediately if I learn at any time in the future that Participant(s) is not fully physically able, whether from injury, illness, or otherwise, to participate in XGT LLC's activities. PARENT/GUARDIAN INITIALS: \_\_\_\_\_

**III. RELEASE & WAIVER OF LIABILITY**

In consideration of Participant(s) being allowed to participate in the Mega Tot, Recreational Class, Tumbling & Trampoline Class, Birthday Party, Overnight, Xtreme Friday Open Gym, Field Trips, Team Workouts, or any other activity sponsored by XGT LLC and the execution of this Agreement, I EXPRESSLY AGREE THAT XGT LLC SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM PERSONAL INJURIES SUSTAINED BY PARTICIPANT(S) OR MYSELF WHILE PARTICIPATING IN ANY XGT LLC'S ACTIVITIES, AS A RESULT OF ANY XGT LLC'S ACTIVITIES, WHILE USING ANY XGT LLC'S FACILITIES, OR WHILE PRESENT ON XGT LLC'S PREMISES. I ASSUME FULL RESPONSIBILITY FOR ANY SUCH INJURIES OR DAMAGES WHICH MAY OCCUR TO THE PARTICIPANT(S) OR MYSELF IN, ON, OR ABOUT XGT LLC'S PREMISES OR WHILE USING XGT LLC'S FACILITIES OR WHILE PARTICIPATING IN OR AS A RESULT OF THE PARTICIPATION IN XGT LLC'S ACTIVITIES. I FURTHER AGREE THAT XGT LLC SHALL NOT BE LIABLE FOR ANY LOSS OR THEFT OF PERSONAL PROPERTY. I ALSO SPECIFICALLY AGREE THAT XGT LLC SHALL NOT BE RESPONSIBLE FOR SUCH PERSONAL INJURIES, DAMAGES, LOSS, OR THEFT IN THE EVENT OF NEGLIGENCE BY XGT LLC, WHETHER SUCH NEGLIGENCE IS PRESENT AT THE TIME OF THE SIGNING OF THIS AGREEMENT OR TAKES PLACE IN THE FUTURE. THIS RELEASE AND WAIVER DOES NOT APPLY TO GROSS NEGLIGENCE, INTENTIONAL TORTS, OR ACTIVITIES AGAINST THE PUBLIC INTEREST BY XGT LLC. INITIALS OF PARENT/GUARDIAN INITIALS: \_\_\_\_\_

**IV. PARENTAL INDEMNITY**

If I, Participant(s), or anyone on Participant(s) behalf, make a claim based in negligence, including future negligence, against XGT LLC, I agree to indemnify and hold harmless XGT LLC from any loss, liability, or costs, including legal fees and costs and expenses, arising from such claim. PARENT/GUARDIAN INITIALS: \_\_\_\_\_

**V. MULTIMEDIA LICENSE AND RELEASE**

I hereby grant to XGT LLC permission to photograph, video, or record images and sounds (hereinafter "Multimedia") of Participant(s) during any XGT LLC sponsored activity, and I waive all right of privacy in such Multimedia. I also grant to XGT LLC a perpetual royalty-free exclusive license to reproduce in any manner or medium such Multimedia for the purpose of publication, promotion, illustration, advertising, or marketing. PARENT/GUARDIAN INITIALS: \_\_\_\_\_

**VI. SEVERABILITY**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. PARENT/GUARDIAN INITIALS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Printed Name of Parent or Guardian

DATE: \_\_\_\_\_

\_\_\_\_\_ Signature of Parent or Guardian

[Note to Xtreme Gymnastics & Trampoline LLC: All employees and agents responsible for the completion of this form should be thoroughly trained in the procedure and process for full completion and filing of this form (e.g., ensure all sections are actually read by signatory and all initial blocks initialed, all blanks completed, proper filing after completion, etc....)]

[Note to Xtreme Gymnastics & Trampoline LLC intake employee/agent: This Release must be completed and signed by a parent or guardian for any participant under age 18, or by the participant, if age 18 or over, before participating in any Xtreme Gymnastics & Trampoline LLC activities.]