



# Wings Gymnastics Academy

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

*\*\*\*To be completed and signed by a parent/legal guardian of any minor using any Wings Gymnastics Academy ("Wings") facility or participating in any Wings-sponsored or supervised event.*

I am the parent and/or legal guardian of the minor child ("Minor") named at the bottom of this document. By signing this Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Agreement") and in consideration of the Minor participating in any activities at Wings (the "Activity"), whether the Activity is conducted at the Wings location or is sponsored or supervised by Wings, I hereby acknowledge and represent the following:

1. I know, am aware of, and understand there are general dangers inherent in the Activity;
2. I am aware of the specific nature of the Activity and I understand the specific dangers associated with the Activity, which includes the risk of injury;
3. I have had the opportunity to ask questions about and receive answers regarding the Activity so that I know about the general inherent nature of the Activity, the specific nature of the Activity, and the dangers associated with both;
4. I am aware of the Minor's experience and capabilities, and hereby acknowledge and represent that the Minor is qualified, in good health, and in proper physical condition to participate in the Activity;
5. I am voluntarily exposing the Minor to the general danger inherent in the Activity and to the dangers associated with the specific nature of the Activity, and I understand that the Minor's participation in the Activity exposes the Minor to the general dangers inherent to the Activity and the dangers associated with the specific nature of the Activity;
6. If I believe conditions are unsafe for the conduct of and/or the Minor's participation in the Activity, I will immediately discontinue the Minor's participation in the Activity;
7. **SERIOUS BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, TEMPORARY DISABILITY, PERMANENT DISABILITY, PARALYSIS AND/OR DEATH**, all of which may be caused by the Minor's own actions or inactions, the actions or inactions of others participating in the Activity or events conducted in connection with the Activity, the conditions under which the Activity takes place, or the negligence of the "Releasees" named below may occur.
8. I understand that there may be other risks known to and understood by me that are associated with the Activity, which are not readily foreseeable at this time and which may cause **SERIOUS BODILY INJURY TO THE MINOR, INCLUDING, BUT NOT LIMITED TO, TEMPORARY DISABILITY, PERMANENT DISABILITY, PARALYSIS AND DEATH** due to the Minor's participation in the Activity.

On behalf of the Minor, I fully accept and assume all such risks and all responsibilities for losses, costs, expenses and damages incurred on the Minor's account or behalf as a result of the Minor's participation in the Activity. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE AND WAIVE LIABILITY OF WINGS, its respective directors, officers, administrators, employees, agents and volunteers, other participants, any sponsors, advertisers and, if applicable, owners and lessors of the premises on which the Activity takes place ("Releasees") from all liability, claims, demands, losses, damages, costs and expenses, incurred on the Minor's account or behalf caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations.

If, despite this Agreement, I, the Minor, or anyone acting on my behalf or the Minor's 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, cost or expense, including reasonable attorneys fees, which they or any one of them may incur as a result of such claim.

**I ACKNOWLEDGE THAT WINGS IS NOT RESPONSIBLE FOR ANY INJURY, INCLUDING DEATH, OR LOSS OF PROPERTY TO ANY PERSON SUFFERED WHILE ON THE WINGS PREMISES OR ANY OF ITS FACILITIES, PARTICIPATING IN ANY WINGS SPONSORED OR SUPERVISED EVENT FOR ANY REASON INCLUDING BUT NOT LIMITED TO THE UTILIZATION OF ANY EQUIPMENT OR THE PLAYING, PRACTICING OR SPECTATING OF ANY ACTIVITY OCCURRING IN OR ABOUT ANY WINGS PREMISES OR UNDER SUPERVISION OF ANY WINGS EMPLOYEE OR AGENT.**

I have read this Agreement and understand that I have given up substantial rights, including substantial rights held by or exercisable on behalf of the Minor, by signing. I have signed this Agreement freely and without inducement by or assurance of any nature from Wings, and have had the opportunity to obtain legal advice before signing. I intend this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that this Agreement shall be governed by the laws of the State of South Dakota, and agree that if any portion of this Agreement is held to be invalid, the balance of this Agreement will continue in full force and effect.

Parent and/or Legal Guardian:

\_\_\_\_\_  
ParentsPrinted Name

\_\_\_\_\_  
e-mail address

\_\_\_\_\_  
Child(ren)'s Name

\_\_\_\_\_  
Child(ren)'s Birthdate

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date