

WAIVER AND RELEASE OF LIABILITY

DISCLAIMER: MORGAN'S GYMNASTICS IS NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON WHILE PARTICIPATING, TRAINING, TAKING CLASSES, COMPETING, PARTICIPATION IN OPEN GYM, SPECIAL EVENTS, DEMONSTRATIONS, OR SHOWS, OR ANY OTHER WAY INVOLVED IN GYMNASTICS, CHEERLEADING, PRESCHOOL, OR TEAMS AT MORGAN'S GYMNASTICS ACADEMY FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART ON MORGAN'S GYMNASTICS, INC, ITS OWNERS, OFFICERS, AGENTS, OR EMPLOYEES.

In consideration of my participation, I hereby release and covenant not-to-sue Morgan's Gymnastics Academy, Inc, the owners of Morgan's Gymnastics Academy, Inc, and any of the employees, teachers, coaches, or agents, from any and all present and future claims resulting from ordinary negligence on the part of Morgan's Gymnastics or other listed for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction in gymnastics, cheerleading, or any other activities incidental there to, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me, my family, heirs, of assigns.

Further, I am aware that gymnastics and cheerleading are vigorous sporting activities involving height and rotation in a unique environment and as such they pose a risk of injury. I understand that gymnastics, cheerleading and related activities always involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and that the mats, pit and other safety equipment and apparatus provided for my protection, including the active participation of a coach or teacher who will spot or assist in the performance of certain skills, may be inadequate to prevent serious injury. The risk of harm may be limited by all of the safety equipment and trained coaches, but never eliminated. I understand that participation in gymnastics and related activities involves activities incidental to active participation in gymnastics, including moving from event to event, conditioning, stretching and other activities which may leave me vulnerable to the reckless actions of other participants who may not have complete control over their actions or who may not see other students in the gym. I am voluntarily participating in the activity with the knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

I further agree to indemnify and hold harmless Morgan's Gymnastics and all other listed for any and all claims arising as a result of my engaging in or receiving instruction in Morgan's Gymnastics activities or any activities incidental thereto, wherever, whenever, or however the same may occur.

I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the State of North Carolina and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceeding shall be within the State of North Carolina. I affirm that I am of Legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and or remedies which may be available to me for the ordinary negligence of Morgan's Gymnastics or any person listed above.

Parent/Guardian Signature _____

Date _____

Athlete's Signature (if over 18 years of age) _____

Date _____