

Student Name: _____

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, PARTICIPATING IN OPEN GYM, SPECIAL EVENTS, DEMONSTRATIONS OR SHOWS, OR IN ANY OTHER WAY INVOLVED IN GYMNASTICS, CHEERLEADING, PRESCHOOL, CAMP, OR TEAMS AT MORGAN'S GYMNASTICS ACADEMY, FOR ANY REASON WHATSOEVER, INCLUDING BUT NOT LIMITED TO ORDINARY NEGLIGENCE ON THE PART OF MORGAN'S GYMNASTICS. ITS OWNERS, OFFICERS, AGENTS, AND/OR EMPLOYEES.

In consideration of my participation, I hereby release and covenant not-to-sue Morgan's Gymnastics, LLC. (hereafter "MGA"), the owners of MGA, employees, teachers, coaches, students, or agents of MGA, from/due to any and all present and future claims resulting from ordinary negligence on the part of MGA and its employees, students, teachers, coaches or agents, or other party 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 thereto, 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, or 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 MGA and all other affiliates for any and all claims arising as a result of my engaging in or receiving instruction or supervision in MGA 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 or affiliate listed above. (sign below)

Parent/Legal Guardian Signature Date signed Student Name
Parent/Legal Guardian Printed Name: _____