

Waiver, Release, Assumption of Risk, and Indemnity Agreement

This AGREEMENT is made and effective as of date executed by and between Tumble Wee & Dance / Infinity Dance / Infinity Gymnastics (“TWD”), located at 150 Denny Way, El Cajon, CA 92020 (“SCHOOL”), and the adult or guardian (“ADULT”), executing this AGREEMENT personally on behalf of himself/herself and any minor child/children specified herein (collectively (“PARTICIPANTS”). TWD and PARTICIPANTS may be referred to collectively as the “PARTIES.”

1. **WAIVER AND RELEASE OF LIABILITY.** PARTICIPANTS, on behalf of themselves, their parents, spouses, children/wards, heirs, assigns, representatives, estates, successors, attorneys, insurers, and all other persons, firms, partnerships or corporations connected therewith (“RELEASING PARTIES”), forever, finally, fully, permanently and unconditionally waive, release, acquit, discharge, covenant not to sue, indemnify, covenant to hold harmless, and defend TWD and its present and former employees, owners, members, principals, directors, subsidiaries, affiliates, representatives, predecessors, successors, shareholders, partners, parents, officers, agents, assigns, servants, attorneys, insurers, suppliers, manufacturers, clients, customers, PARTICIPANTS, and all other persons, firms, partnerships or corporations connected therewith (“RELEASED PARTIES”), to the fullest extent permitted by law, from any and all charges, claims, debts, disputes, demands, suits, causes of action, rights of action, dues, sums of money, accounts, liabilities, losses, expenses and damages, absolute or contingent, known or unknown, whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, whether caused by the negligence of RELEASED PARTIES or otherwise, that arise out of or relate in any way to PARTICIPANTS’ use of the equipment and facilities at the SCHOOL, participation in the activities at the SCHOOL, and any claims for costs, expenses and attorneys’ fees associated therewith.

2. **ASSUMPTION OF RISK.** Participation in the activities and use of the equipment at the SCHOOL is purely voluntary and constitutes inherently risky activities that may result in serious injury and/or property damage to PARTICIPANTS and/or third parties. Safety equipment and apparatus is provided for the protection of PARTICIPANTS, including physical contact by instructors that is reasonably intended to coach, teach or demonstrate a particular skill or to prevent or lessen injury (i.e. spotting, catching). However, all safety risks cannot be eliminated. RELEASING PARTIES hereby assume the risk of personal injury or death, damage to property, and injury to third parties that arise out of or relate in any way to PARTICIPANTS’ past, present or future use of the equipment, any of the other facilities at the SCHOOL and participation in the activities at the SCHOOL.

3. **POLICIES / PROCEDURES.** RELEASING PARTIES acknowledge that they have been provided with a copy of TWD’s current policies and procedures for participation of PARTICIPANT at the SCHOOL and that TWD’s policies and procedures may change

without notice at any time. Should any policy and/or procedure change, TWD will provide ADULT with a copy of the updated policies and procedures within a reasonable time after the new policy and/or procedure has been implemented by TWD. RELEASING PARTIES understand and acknowledge that compliance with TWD's policies and procedures is a condition precedent for PARTICIPANT's enrollment, participation in the activities, use of the equipment and any of the other facilities at the SCHOOL.

4. **PHOTOGRAPH RELEASE.** I grant RELEASED PARTIES the right to take and use photographs of PARTICIPANTS with or without his/her name and for any lawful purpose, including but not limited to publicity, illustration, advertising, and website content so long as such photographs is used in connection with TWD.

5. **INTEGRATION AND SEVERABILITY.** This is executed without reliance upon any representation by said PARTIES other than that contained in this AGREEMENT. If any provision or portion of this AGREEMENT is held to be illegal or invalid, the remainder of this AGREEMENT shall continue to be valid and enforceable.

6. **BINDING NATURE OF AGREEMENT.** The provisions contained in this AGREEMENT shall inure to the benefit of, and be binding upon, the PARTIES hereto and their respective successors and assigns.

7. **CHOICE OF LAW / JURISDICTION.** This AGREEMENT shall be construed and enforced according to the laws of the State of California.

8. **AGREEMENT.** ADULT acknowledges that he/she has read and understands each and every provision of this AGREEMENT, and by placing his/her signature at the end of this AGREEMENT, represents that he/she has voluntarily assumed the obligations contained herein and intentionally waived all the rights stated herein, of his/her own free will. ADULT further certifies that he/she is a parent/guardian with legal responsibility for any minor child/children and desires that PARTICIPANTS participate in the activities and use the equipment available at the SCHOOL.

Name of ADULT: _____

Address of ADULT: _____

Telephone No. of ADULT: (Home/Cell) _____

Email of ADULT: _____

Name of Minor: _____

Date of Birth: _____ **Relationship to Minor:** _____

Dated

Signature of ADULT on behalf of PARTICIPANTS