**Waiver and Release of all Claims (Page 1 of 2)**

Read the following and sign below

NOTE: If student is under 18 years of age, parent signature is required

**DISCLAIMER:** Livingston County Gymnasts, Inc. is not responsible for any injury (or loss of property) to any person while practicing, training, taking class, competing, participating in open gym, special events, demonstrations or shows, or in any other way involved in gymnastics, cheerleading, preschool, or teams at Livingston County Gymnasts, Inc. for any reason whatsoever, including ordinary negligence on the part of Livingston County Gymnasts, Inc., its owner, landlord, officers, agents or employees.

**WAIVER AND RELEASE OF LIABLILITY**

Student Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. In consideration of my participation, I hereby release and covenant not-to-sue Livingston County Gymnasts, Inc. or any of their employees, teachers, coaches, officers or agents from any and all present and future claims resulting from ordinary negligence on the part of Livingston County Gymnasts, Inc. or others 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 or any 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, estate, heirs or assigns.
2. 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 by 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, pits 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 injury. The risk of harm may be limited by all of the safety equipment and trained coaches, but never eliminated.
3. I understand that participating in gymnastics and related events, conditioning, stretching and other activities which may leave me vulnerable to the reckless action 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 this activity with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury or death.
4. I fully understand that Livingston County Gymnasts, Inc. staff members are not physicians or medical practitioners of any kind. With the above in mind, I hereby release Livingston County Gymnasts, Inc. members to render temporary first aid to my child in the event of an injury or illness. Also, if deemed necessary, staff will call a doctor and seek medical help. This may include transportation by a staff member and/or representative, whether paid or volunteer, to any health care facility or hospital, or the calling of an ambulance for said child.

**Waiver and Release of all Claims (page 2 of 2)**

1. I now have and will continue to provide health, hospitalization, and accident injury coverage which I consider adequate for both my child’s protection and my own protection.
2. I am of lawful age and legally competent to sign this affirmation and release or (2) that I am the legal guardian of the child named in this release and have the authority to sign this release on his/her behalf.
3. I understand the terms herein are contractual and not a mere recital and that I have signed this document on my own free will.
4. I have fully informed myself of the contents of this affirmation and release by reading it before I signed it. I assume my own responsibility of my child’s physical fitness and capability to perform under the normal conditions of these classes, and I/my child is physically fit as attested to.
5. I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Michigan 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 proceedings shall be within the State of Michigan. 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 be for the ordinary negligence of Livingston County Gymnasts, Inc. or any person listed above.

I hereby assume the risk for any injuries that I/my child may sustain in the pursuit of the activities engaged at Livingston County Gymnasts, Inc., while on the premises and/or while traveling to competitions sponsored or associated with LCG or Mid-Michigan recreational league. I do hereby remise, release, and forever discharge LCG from any actions, suits damages, claims, or judgments that may result from any personal injury I may sustain while on the premises of, using the equipment of, and/or while traveling to competitions sponsored by LCG.

Parent Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_