

Rev 2009-08-03



2009-10 PARTICIPANT RELEASE AND WAIVER

OFFICE	FILE NAME: (FAMILY)
	DATE:

A Fully Completed and Signed Agreement is a Requirement of our Insurance Carrier Before any Participation.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

PARTICIPATION - In consideration of participation in Activities at Madtown Twisters Gymnastics, I represent that I understand the nature of these Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activities. I fully understand that these Activities involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the Activities, the conditions in which the Activities take place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activities.

RELEASE - I hereby release, discharge, and covenant not to sue Cotter-Brown, Inc. dba/ Madtown Twisters, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my 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, or cost, which any may incur as the result of such a claim.

AGREEMENT - I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

PARENTAL CONSENT - AND I, representing that I am the parent and/or legal guardian of the minor(s) listed below, understand the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby Release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor(s) account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor(s), or anyone on the minor(s) behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost any Releasee may incur as the result of any such claim.

ADDITIONALLY, I understand and agree to the following... **RULES** - I will read the posted rules and understand that **ADULTS ARE NOT ALLOWED ON OR IN EQUIPMENT** and that minor participants are only allowed on equipment when staff are present. **APPROPRIATE BEHAVIOR** - I will behave in a manner that is respectful of facilities, staff, and participants of all ages, and understand that displays of anger, excessive frustration or emotional outbursts, inappropriate language or physical contact, threatening or abusive behavior, absolutely is not allowed. I agree to promptly leave the premises or pick up my child, if requested, without expectation of any refund. **PARENT/ADULT RESPONSIBILITY TO SUPERVISE** - When I visit Madtown Twisters, or for any activity involving parental presence or participation, I understand and accept the responsibility and all associated liability of constantly supervising, controlling, and restricting activities as necessary to assure safety of the children I bring, and myself. I understand Madtown Twisters has a tremendous variety of surfaces, mats, and specialized equipment, and accept the heightened risk of injury. I will not use or allow use of any equipment I don't fully understand. **PROMPT PICK UP** - I agree to promptly pick up my child after any activity. or pay a fee of \$20.00 if later than 15 minutes. I authorize and desire that Madtown Twisters contact appropriate governmental authorities if my child is left longer than 30 minutes. **INSURANCE** - I understand that injuries do occur, and that Cotter-Brown, Inc. dba/ Madtown Twisters does not carry medical insurance for participants. **MEDICAL CARE** - I authorize and desire medical transport and care for myself or my child, and accept responsibility for all associated expenses. **TRANSPORTATION OF PARTICIPANT** - I authorize activity related transportation of my child. **PHOTOGRAPHS AND STATEMENTS** - I authorize use of my own and my child's visual image and statements in advertising and promotional media. **VALID DATES** - These agreements, waivers, and authorizations will remain valid and in force as long as and whenever my child, myself or any family member participates in any activity at or with Madtown Twisters Gymnastics. **AGREEMENT TO PAY** - There are no refunds after the 1st day of the starting month, and no credits or guaranteed make-ups for missed or cancelled activities due to inclement weather. Tuition is due by the 1st. There is a \$10 late fee if received after the 5th. Continuous enrollment is assumed. I agree to give written notice by the 10th to withdraw at month's end, or pay the following month's tuition. I will pay all costs of collection, and for any and all damage to facility and equipment caused by myself or a family member.

Printed Name(s) of Minor Participant(s)	Sex	Age	Birthdate	Allergies, Medical, or Other Concerns...
#1				
#2				
#3				
#4				

I sign below as an Adult Participant and as Parent / Legal Guardian for the above named Minor Participants .

Printed Name - Adult & Parent/Legal Guardian #1	Signature - Adult & Parent/Legal Guardian #1	Date Signed	Cell Phone (Emergency)
#1			
#2			
Family Email	Home Phone	Family Address (Street, City, State, Zip)	
Alternative Emergency Contact	Alternative Home Phone	Alternative Cell Phone	Relationship