

Active Athletics, LLC

Release of liability, covenant not to sue, and indemnification agreement.

Definitions:

“ACTIVE” referred to hereafter will be defined as Active Athletics, its parent companies, subsidiaries, partners, owners, members, officers, booster club, employees, coaches, teachers, agents, or assignee.

“Activities” referred to hereafter will be defined as any programs, functions or activity offered at Active Athletics or any other location Active is operating or performing at, including but not limited to gymnastics, cheerleading, aerial arts, dance, personal training, martial arts, ninja training, open gyms, birthday parties, inflatable play, day camp, other special activities or events.

Disclaimer:

ACTIVE is not responsible or liable for any injury or loss of property to any person or spectator participating or viewing any of the activities offered at ACTIVE. Be informed and understand that some of the activities offered at ACTIVE are vigorous sporting activities involving height and rotation in a unique environment and pose a risk of injury, certain risks, including but not limited to 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, or even death, and that even with safety mats and other safety equipment or other apparatus, trained coaches which are provided for my/ my child’s protection, may be able to reduce these risks but never fully eliminate these risks of potential injury. The activities taught in this facility involve the sharing of equipment and surfaces with other participants and close proximity with instructors. Active Athletics takes measures to sanitize its facility and equipment and ensure participants health, there is no way to fully guarantee the possibility of germs, and or virus transmission, including but not limited to novel coronavirus (COVID-19) by entering this facility and participating in activities.

Release and Indemnify:

In consideration of my/ my child’s participation I hereby release ACTIVE from any and all present and future claims resulting from ordinary negligence and / or gross negligence on the part of ACTIVE or others listed, or for property damage, personal injury, or wrongful death, flu, covid-19 or any other health conditions, arising as a result of my/ my child’s engagement in or receiving instruction in any activities. I hereby voluntarily waive any and all claims resulting from ordinary negligence and / or gross negligence, both present and future, which may be made by me, my child, my family, estate, heirs or assigns. I / my child is voluntarily participating in these activities with full knowledge and acceptance of these reasonably foreseeable risks involved and I, the legal guardian, do hereby freely and voluntarily agree to accept any and all inherent risks of property damage, personal injury or even death.

I further agree to indemnify and hold harmless ACTIVE and all others listed for any and all claims arising as a result of my/ my child’s engaging in or receiving instruction in any of ACTIVE activities or any of the programs in which I/ my child participate at ACTIVE. Also, I will be responsible for any and all medical and or other expenses that may occur while taking part in any of the said activities.

I give my consent for ACTIVE to use my/ my child’s pictures or video freely as they deem necessary in any and all present, or future promotional material, advertisements, press releases, social media, website, or other materials. I understand fully that no compensation shall be given in any way for use of any photos, or videos.

I am aware of ACTIVE’s policy regarding incidents in the facility, and in the event I/ my child should require medical attention it is understood that ACTIVE will only administer basic first aid and that any participants requiring more than basic first aid shall be transported by ambulance unless otherwise requested by parent or other legal guardian at that time.

If any portion or terms in this document should ever be struck down by any court, the remaining provisions shall remain in full force and effect. This is a legal document and you do have the right to have more time to consult any attorney of your choice prior to signing if you so desire.

I affirm that I am of legal age or legal guardian of the named 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 or my child for the ordinary and / or gross negligence of ACTIVE or any person listed above and fully understand and agree to all of the terms and conditions associated with my / my child’s participation as outlined herein.

You must freely consent to and sign this form in order to participate in Active Athletics programs

Participants Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Parent Contact Name: _____ Parent Contact Number: _____

Email Address: _____

Signature Participant/Parent: _____ Date: _____

Printed name of Signatory: _____