Gym-nest Waiver

In consideration of Gym-Nest Gymnastics allowing the gymnast to participate in sports activity, class, competition, team, including non-gymnastics activities such as dance and cheerleading (hereinafter referred to as the "Activity"), I, and if I am not yet 18 years old my parents or legal guardians, agree to be bound as follows (the term "I" in this release refers to both the gymnast and his or her parents or legal guardians)

Acknowledgment and Assumption of Risk: I understand that the Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by the gymnast's actions or inactions, those of others participating in the Activity, the conditions in which the Activity takes place, the negligence of the "Released Parties" named below, or other causes. I further understand that there may be other risks either not known to me or not readily foreseeable at this time.

I fully accept and assume all such risks and all responsibility for losses, cost and damages that may result from the Activity. I hereby give my approval of and consent to the gymnast's participation in the Activity. I assume all risks and hazards incidental to the Activity and to transportation to and from the Activity.

Representation of Ability to Participate: I understand the nature of the Activity, and I represent that the gymnast is qualified, in good health, and in proper physical condition to participate in the Activity. Should I ever believe that any of the above representations have become untrue, or if I should ever believe that the Activity is not safe or is no longer safe for the gymnast, then it will be my responsibility to immediately discontinue the gymnast's participation in the Activity.

Release: I hereby release, acquit, covenant not to sue, and forever discharge Gym-Nest Gymnastics, its owners, officers, administrators, employees, agents, volunteers, sponsors, advertisers, coaches and
supervisors, and the owners or lessors of any facilities within which the Activity is conducted, their respective agents and employees and all other persons providing facilities or assisting in the conduct of the Activity and in the transportation of participants to and from the Activity (collectively the "Released Parties") of and from any and all actions, causes of action, claims, demands, liability, losses or damages of whatever name or nature, including but not limited to those arising from or in any way related to the negligence of any of the Released Parties, that arise out of or are connected in any way to the gymnast's participation in the Activity and the transportation of the above named gymnast to and from the Activity (collectively the Released Claims").

I authorize Gym-Nest Gymnastics to provide to the participant, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services should the gymnast require, such assistance, transportation or services as a result of injury or damage

related to participation in the Activity. If the gymnast is a minor and a parent or guardian is not present, efforts will be made to contact a parent or guardian that are reasonable under the circumstances, but treatment will not be withheld if a parent or guardian cannot be reached.

I HAVE READ AND UNDERSTOOD THIS ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS, REPRESENTATION OF ABILITY, PARTICIPATE, RELEASE AND INDEMNIFICATION. I UNDERSTAND
THAT BY SIGNING THIS DOCUMENT, I AM GIVING UP SUBSTANTIAL RIGHTS. I AM EXECUTING THIS DOCUMENT VOLUNTARILY AND WITH THE FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Gym-Nest Gymnastics assumes no responsibility for lost or stolen items. Jewelry and other valuable items should be left at home. If your child has vomited or had a bout of diarrhea within 24 hours of their class time they should not be brought to the gym. If you choose to disregard this policy and your child vomits or has a bout of diarrhea, you will be liable for the professional cleaning bill. Other contagious infections such as ringworm, lice, and conjunctivitis, or unknown rashes must be kept out of the gym until treated medically. Planter's warts must be covered with a sock. Open wounds must be securely bandaged so they do not come lose during class.

I am aware that Gym-Nest gymnastics is a dangerous activity that could result in injury, paralysis or even death. I assume all risk of injury or loss to myself or my child arising from the above activity. If the
participant is a minor, I also give my permission for his/her participation in the above activity, and for any necessary medical treatment.

I further agree that Participants involved in Gym-Nest Gymnastics programs/activities may be photographed and such photographs may be used to publicize Gym-Nest Gymnastics programs/activities. In exchange for my child being allowed to participate in the above activity, I release, discharge and agree to indemnify and hold harmless Gym-Nest Gymnastics, its employees, officers or agents (the "Released Parties") from any liability, loss or damage, including but not limited to that arising from the negligence of any of the Release Parties, which may result to me or any minor child of mine.