

Sarasota Gymnastics Academy Trial Class Form

RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT: In consideration for being permitted to utilize the facilities, services, and programs of Sarasota Gymnastics Academy (hereinafter referred to as "SGA") for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the SGA, without respect to location, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the SGA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE SGA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE SGA, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the SGA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the SGA, without respect to location.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the SGA premises or in any way observing or using any facilities or equipment of the SGA or participating in any program affiliated with the SGA whether caused by the negligence of the releasees or otherwise.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about, or upon the premises of the SGA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the SGA. THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ, UNDERSTOOD, AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

The undersigned agrees that if the undersigned or his heirs, next of kin, or dependents continue to attend the SGA after the free trial class, the undersigned will pay the annual membership fee of \$40.00 and the tuition of the classes attended (minimum of \$70 per month). The undersigned agrees that the SGA has the right to act to collect debt, including but not limited to contacting the undersigned via mail, e-mail, and phone and taking legal action to pursue payment of debt that is owed by the undersigned.

Parent/Legal Guardian name (**please print**)

Date

Child's Name (**please print**) FIRST AND LAST

Parent/Legal Guardian signature

E-MAIL

Phone Number

Address

City

State

Zip

I have read this contract and agree to the conditions set forth on behalf of my minor child.

WRITTEN CONSENT FOR ILLNESS AND ACCIDENT

In case of an accidental injury or illness, I hereby give my written consent for any Sarasota Gymnastics Academy staff member to arrange transportation for my child to a Hospital's Emergency Room and to obtain the necessary medical treatment for my child in an emergency situation. Medical treatment can be given in the event I am not able to be contacted or present during such medical treatment.

Parent/Legal Guardian Signature

Date

Office Use Only:

Date attended _____ Day attended _____ Time attended _____