



FREE TRIAL CLASS CONTACT FORM

Child's Name: \_\_\_\_\_ Birthday: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Parent's Names: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

I am interested in learning more about the following AirTime programs (check boxes):

- Academic Preschool, Gymnastics, Tramp & Tumb, Cheerleading, Birthday Parties, Parents Night Out

ASSUMPTION OF RISK – WAIVER OF RIGHTS

In consideration for being permitted to utilize the facilities and equipment of AIRTIME GYMNASTICS, INC. ("AirTime")...

I/We, as parent(s) or guardian(s) of \_\_\_\_\_, a minor child, agree as follows:

- 1. I/We hereby forever RELEASE AND DISCHARGE AIRTIME GYMNASTICS, INC., their officers, directors, agents, employees, instructors, owners, and the owners of the property and equipment used for Gymnastics Activities...
2. I/We further agree that I/We WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of our child's participation in Gymnastics Activities...
3. I/We understand and acknowledge that Gymnastics Activities have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate, and I/we EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED TO OUR CHILD WHILE PARTICIPATING IN GYMNASTICS ACTIVITIES INCLUDING THE RISK OF NEGLIGENCE OF THE RELEASED PARTIES...
4. I/We have been advised and recognize that our child's Gymnastics Activities are not covered by any personal accident or general liability insurance policy issued to the Released Parties.
5. I/We understand that because of the unavoidable and unpredictable dangers involved in the use of gymnastic and associated equipment, the Released Parties are making no warranty of any kind, expressed

OFFICE USE ONLY: Class: \_\_\_\_\_ Date: \_\_\_\_\_ Contact: \_\_\_\_\_

or implied, concerning any and all equipment, or facilities provided by the Released Parties. GYMNASTICS is a dangerous sport and the associated equipment does not always work in the way expected. Furthermore, I/we understand that my child's stability and body position can drastically affect the operation of the equipment and facilities.

6. I/we understand that the facilities and/or equipment provided by the Released Parties are provided without any warranty that they are fit to use for any purpose whatsoever and without any warranty of merchantability. FURTHERMORE, I/we understand that there is no warranty that the equipment has been assembled without a hidden defect in it.

7. I/We understand that because of the nature of Gymnastics Activities, it is impossible for an instructor to determine with any degree of certainty that my child has been properly trained to participate in the type of Gymnastics Activities which he or she is participating in, or that the child has fully grasped and comprehended any instruction presented to the child. Furthermore, it is impossible for an instructor to predict how anyone will react under certain conditions and stresses that are inherent in Gymnastics Activities. For that reason, I/we understand that there is no warranty, whatsoever, as to the adequacy of training provided by the Released Parties to my child. I/We understand that I/we will be required to warrant to the Released Parties that based upon my own evaluation of the training my child has received, I/we believe that the child has been adequately trained and that the child can safely perform Gymnastics Activities and cope with the physical conditions of Gymnastics Activities.

8. I/We agree never to institute any suit or action at law or otherwise and hereby instruct my heirs, executors, and administrators never to institute any suit or action at law or otherwise against AirTime Gymnastics, Inc. and Released Parties nor to initiate any nor assist the prosecution of any claim for damages or cause of action which I or my child, or our heirs, executors, or administrators, may have by reason of injury or death to my person or property arising from the activities contemplated by this agreement.

9. I/We will indemnify, save and hold harmless AirTime Gymnastics, Inc. and the Released Parties from any and all losses, claims, actions, or proceedings of every kind and character, including attorney's fees and expenses which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from the activities contemplated by this agreement.

10. I/We agree and acknowledge that the terms and conditions of the foregoing EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, AND INDEMNITY AGAINST THIRD PARTIES CLAIMS shall continue in full force and effect now and in the future at all times during which my child participates, either directly or indirectly, in the activities of AirTime Gymnastics, Inc. and Released Parties and shall be binding upon our heirs, executors and administrators of my and my child's estate.

11. I/We understand that if I/we institute any suit or action at law for any claim for damages or causes of action because of injury or death to our child's person or property due to the activities contemplated by this Agreement, this waiver can and will be used in court and that waivers of this type have been upheld in courts in similar circumstances.

12. In the event any of the above clauses is held to be invalid, unenforceable, or contrary to public policy, that clause shall be severable from the remaining clauses, which shall continue to be in full force and effect.

I/WE HAVE CAREFULLY READ THIS INDEMNITY AGREEMENT, RELEASE OF LIABILITY AND ACKNOWLEDGMENT OF RISKS AND HAZARDS. I/WE FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF OUR FREE WILL.

NAME OF PARENT OR GUARDIAN (print): \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_