

**WAIVER AND RELEASE OF LIABILITY**

STUDENT NAME: \_\_\_\_\_

**DISCLAIMER:** Hartland Gymnastics is not responsible for any injury (or loss of property) to any person while practicing, training, taking class, competing, participating in open gym, special events, demonstrations, or shows, or in any other way involved in gymnastics, cheerleading, preschool, or team at the Hartland Gymnastics Academy for any reason whatsoever, including ordinary negligence on the part of Hartland Gymnastics, its Owners, Officers, Agents, or Employees.

In consideration of my participation, I hereby release and covenant not-to-sue Hartland Gymnastics Academy, Hartland Gymnastics Board of Directors and Officers, Hartland Community Education, Hartland Gymnastics Booster Club, and any of their employees, teachers, coaches, or agents, from any and all present and future claims resulting from ordinary negligence on the part of Hartland Gymnastics Academy or others listed for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction in gymnastics, cheerleading, or any other activities or any activities incidental Thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me, my family, estate, heirs, or assigns.

Further, I am aware that gymnastics and cheerleading are vigorous sporting activities involving height and rotation in a unique environment and as such they pose a risk of injury. I understand that gymnastics, cheerleading, and related activities always involve certain risks, including but not limited to, death, 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, and that the mats, pits and other safety equipment and apparatus provided for my protection, including the active participation of a coach or teacher who will spot or assist in the performance of certain skills, may be inadequate to prevent serious injury. The risk of harm may be limited by all of the safety equipment and trained coaches, **but never eliminated**. I understand that participating in gymnastics and related events, conditioning, stretching and other activities which may leave me vulnerable to the reckless action of other participants who may not have complete control over their actions or who may not see other students in the gym. I am voluntarily participating in this activity with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury or death.

**Transportation Waiver and Release:** In the event that transportation is provided to an activity by the Hartland Gymnastics Academy, I hereby give permission for my child to travel to and from those activities in the vehicle provided and agree not to hold Hartland Gymnastics Academy, its directors, officers, agents or employees liable for any accident or injury suffered or contracted in connection with such travel.

I further agree to indemnify and hold harmless Hartland Gymnastics Academy and all others listed for any and all claims arising as a result of my engaging in or receiving instruction in Hartland Gymnastics activities or any activities incidental thereto, whenever, wherever or however the same may occur.

I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the state of Michigan and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the State of Michigan.

I affirm that I am of legal age 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 be for the ordinary negligence of Hartland Gymnastics Academy or any person listed above.

Parent’s Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent’s Signature \_\_\_\_\_ Date \_\_\_\_\_

Athlete’s Signature (if over 18 years of age) \_\_\_\_\_ Date \_\_\_\_\_