



# RELEASE AND WAIVER OF LIABILITY, PARENTAL CONSENT & INDEMNITY AGREEMENT

Participant(s) \_\_\_\_\_

I, \_\_\_\_\_, hereby enter this Release and Waiver of Liability, Parental Consent and Indemnity Agreement with CLT Flipz, LLC d/b/a Carolina Flipz ("CF")(hereafter the "Release"). I am voluntarily entering into this Release in my own right and as the natural or legal guardian (the "Parent") of my minor child(ren) (the "Child" or "Minor").

CF operates a business engaged in gymnastics, cheerleading, karate, tumbling and trampoline, including lessons, programs, open gyms and gymnastics related to birthday parties (the "Activity" or "Activities"). The parties to this Release desire to enter into this Release so that CF will grant to the Minor the right to enter its premises and engage in the agreed upon Activities, including gymnastics, cheerleading, karate, tumbling and trampoline.

In consideration of the Minor being permitted to participate in the Activities on the premises of CF and in further consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**1. Inherently Dangerous Activities.** The parties to this Release hereby acknowledge that **the Activities, including gymnastics, cheerleading, karate, tumbling and trampoline, are inherently dangerous activities** and the Parent individually and on behalf of the Minor hereby **assumes all risks, hazards, and dangers associated with the Minor's participation in these Activities**, including but not limited to, paralyzing injuries and even death.

**2. Release from Liability and Covenant Not to Sue.** The Parent, on his or her own behalf and on behalf of any persons claiming by, through or under him or her, hereby agrees that he or she will not hold, or attempt to hold, CF, or its officers, directors, members, managers, agents, employees and affiliated companies (collectively, the "Released Party") liable for any bodily or personal injury to himself/herself or the Minor (including but not limited to death of the Minor), or for any property damage which results from such Activities and regardless of whether or not any such injury or property damage is the result of the negligence of CF or any other Released Party. In the event of any injury to any person or property, the party having knowledge of such injury shall immediately report this injury to the other parties hereto. The Parent authorizes any representative of CF to have the Minor treated in any medical emergency during their participation in an Activity. Further, the Parent agrees to pay all costs associated with medical care and transportation for the Minor.

The Parent, on his or her own behalf and on behalf of any persons claiming by, through or under him or her, further covenants and agrees not to sue CF or any Released Party for, and hereby releases and forever discharges CF and every Released Party from, any claim, cause of action, damage, demand or losses, now existing or hereafter arising, known or unknown, on account of any personal injury to himself/herself, the Minor or to any other person, or damage to property, including but not limited to death, arising out of any Minor's participation in any Activity at CF. The Parent further covenants and agrees to pay all attorneys' fees and costs incurred by a Released Party as a result of the Parent's breach of this Release. CF assumes no responsibility for any personal property used or placed in or about the facility.

**3. Indemnification by Parent.** If, despite this Release, the Minor, anyone on the Minor's behalf, or any third party makes a claim against any Released Party that is related in any way or arises out of the Minor's participation in the Activities, the Parent agrees to indemnify and save and hold harmless and to defend the Released Party against whom a claim is made from any liability, loss, damage or cost they or it may incur including litigation expenses and attorneys' fees, due to the claim made against any Released Party whether the claim is based on the negligence of the party or otherwise.

**4. Photo Release.** I hereby grant permission for videos and photographs to be taken during class time and other performances. I understand that this media will be produced and used for advertising purposes and all social media. I authorize CLT FLIPZ d/b/a Carolina Flipz to use my photograph or video on their website, printed material, and/or all social media without further consideration. I also acknowledge that CLT FLIPZ d/b/a Carolina Flipz may not choose to use my photo/video at this time, but do so at its own discretion or at a later date. I also understand that there is no compensation for this media.

I have read and understood, and voluntarily sign, the Release and Waiver of Liability, Parental Consent, Indemnity, and Photo Agreement outlined above, and the Registration and Payment as it relates to my Self/Child/Minor/son(s)/daughter(s). **All classes/camp/clinic/open gym/birthday party/private lesson/registration payments must be paid in full prior to participating. Due to operational costs, NO REFUNDS, CREDITS OR TRANSFERS WILL BE ISSUED.** You will be financially responsible for any charge back fees Carolina flipz has incurred by you and/or your credit card company.

Parent or Guardian Signature

Name Printed

Date