

PARTICIPANT'S AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of APEX Tumbling & Cheer (hereinafter collectively referred to as **APEX**), their agents, owners, employees, participants, officers, volunteers, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release and discharge **APEX** on behalf of myself, my children, my wards, my parents, my heirs, assigns, personal representative and estate as follows:

- 1. I understand and acknowledge that tumbling, trampoline, cheerleading, martial arts, dance, and similar activities (hereinafter referred to as **acrosports**) entail risks which could result in injury, paralysis, death, emotional distress, or damage to the participant, to property, or to third parties.

The following describes some, but not all of those risks:

Participation in acrosports entails certain risks which cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, students would not improve their skills, and the enjoyment of the sport would be diminished. Tumbling, trampoline, cheerleading, martial arts and other activities offered through **APEX** expose participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants may fall off equipment, sprain or break wrists and ankles, and can suffer more serious injuries as well, including paralysis or even death. Traveling to and from shows, meets, and exhibitions raises the possibility of any manner of transportation accidents. In any event, if the participant or parents are injured, you may require medical assistance at your own expense.

Furthermore, APEX employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

- 2. I expressly agree and promise to accept and assume all risks existing in this activity. Participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless APEX from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my or my child's participation in this activity or use of APEX's equipment or facilities, including any such claims which allege negligent acts or omissions of APEX
- 4. Should APEX or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.
- 5. I certify that all participants (myself and/or my child[ren] and/or ward[s]) have health, accident and liability insurance to cover any bodily injury or property damage I/he/she/they/we may cause or suffer while participating in this event, or else I agree to bear the costs of such injury or damage. I further certify that the participant (myself and/or my child[ren] and/or ward[s]) have no medical or physical condition which could interfere with my/his/her/their/our safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
- 6. In the event that I file a lawsuit against APEX, I agree to do so solely in the State of Texas, and further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my or my child[ren]'s and/or ward[s] participation in this activity, I may be found by a court of law to have waived my right to bring a lawsuit against APEX, their agents, owners, officers, employees, or any other person or entity acting in any capacity on their behalf even if they or any of them negligently caused such injury or damage, on the basis of any claim from which I have released them herein.

My signature below indicates that I have had sufficient opportunity to read this entire document, that I have read it, and that I understand it affects my legal rights. I agree to be bound by its terms.

Signature of participant or parent _____ Print Name: _____
Street Address: _____
City and ZIP _____ Phone: _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION - Must be completed for participants under the age of 18.

In consideration of _____ (print minor's name or names) ("Minor") being permitted by APEX to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless APEX from any and all claims which are brought by or on behalf of Minor and which are in any way connected with such use or participation by Minor.

Parent or guardian: _____ Print name _____ Date: _____

APEX TUMBLING & CHEER ~ STUDENT INFORMATION

Child's Name: (First) _____ (Last) _____

If your child prefers to be called by a nickname, please indicate: _____

Birthday: (Month/Day/Year) _____ Circle One: Male Female

Phone numbers: (Cell) _____ (Home) _____

Address: _____ (City, State ZIP) _____

Mailing Address (if different): _____

Parent Email: _____

Apex will use this email address to send you the gym newsletter, specials, announcements, and updates about current and future events. You can opt out of these emails at any time by clicking "unsubscribe from this list" at the bottom of the email.

Parent Name: (Mother) _____ (Father) _____

Best contact number: (Mother) _____ (Father) _____

Emergency Contact (Name and Relationship) _____

Emergency Contact Phone (not parent) _____

Child's Doctor (Name and Phone) _____

School District, School and Grade: _____

IMPORTANT: List any medical conditions, medications, disabilities or other limitations that we should be aware of. (IF NONE, write "NONE.") _____

Has this child ever participated in similar classes/events before? Y N - If yes, please give details. (How long? What level? Where? What year[s]?) _____

How did you hear about us? (Check all that apply.)

___ Facebook ___ Internet Search ___ Driving By ___ Previously Enrolled

___ Saw performance ___ Ad (Which one?) ___ Postcard

___ Referred by currently-enrolled student/parent (Name) _____

Information provided by: (Print Name, Relationship) _____

Photo Release Waiver:

Your child(ren)'s photograph(s) may be used as part of the Apex Tumbling & Cheer website, newsletter, Apex posters, and local advertisements. You hereby grant Apex the rights to use your child(ren)'s photographs for these purposes. You have the right to revoke your consent to future use of your child(ren)'s photograph at any time. *** I hereby consent to and authorize Apex to take and use the photographs as taken for the purpose outlined above. I understand that this consent is voluntary and may be revoked at any time. I agree that my child(ren)'s photograph to be used by Apex will be made without any payment to me. I have read this waiver in its entirety and I understand by signing this waiver I am releasing all future claims I may have against Apex and Apex representatives with respect to publication, reproduction, distribution, modification, collection, disclosure or any other use of my child(ren)'s photograph.

Parent/Guardian: _____ Date: _____

SEE OTHER SIDE FOR GYM LIABILITY WAIVER.

IMPORTANT: Your child cannot enroll without a completed, signed waiver on file.