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office@highsierragym.com

## **Special Activity Form**

City:St	ate <u>:</u> Zip	) <u>:                                    </u>
Address:		
Parent's Name:	Cell phone:	
Child #3 Name:	Birthdate:	Female/Male (please circle one)
Child #2 Name:	Birthdate:	Female/Male (please circle one)
Child #1 Name:	Birthdate:	Female/Male (please circle one)

## Waiver, Release of Liability and Indemnity Agreement

You (Member and all guests and parents signing on behalf of any child under 18) agree that if you, your guest or minor child engage in any physical exercise or activity or use any Celtic Charm Inc. dba High Sierra Gymnastics facility on the premises, you do so at your own risk and assume the risk of any and all injury and/or damage while engaging in any physical exercise or activity or use of any Celtic Charm Inc. dba High Sierra Gymnastics facility on the Determine the risk of any and all injury and/or damage while engaging in any physical exercise or activity or use of any Celtic Charm Inc. dba High Sierra Gymnastics facility on the premises.

Your assumption of risk includes, without limitation, your use of any exercise equipment (mechanical or otherwise), restrooms, sidewalk, parking lot, stairs, lobby area, or any equipment in the Celtic Charm Inc. dba High Sierra Gymnastics facility. Member agrees to assume the risk of his or her participation in any activity, class, program, meet, competition, instruction, or Celtic Charm Inc. dba High Sierra Gymnastics-sponsored event. You agree that you are voluntarily participating in the aforementioned activities and using the Celtic Charm Inc. dba High Sierra Gymnastics facilities and premises and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property.

You agree on behalf of yourself, guest and minor child (and all personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Celtic Charm Inc. dba High Sierra Celtic Charm Inc. dba High Sierra Gymnastics, its, officers, directors, shareholders, employees, owners, agents, and successors and assigns, from any and all claims or causes of action (known or unknown) arising out of the negligence of Celtic Charm Inc. dba High Sierra Celtic Charm Inc. dba High Sierra Gymnastics, whether active or passive, or any of its officers, directors, shareholders, employees, owners or agents.

This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break. (b) the Celtic Charm Inc. dba High Sierra Gymnastics improper maintenance of any exercise equipment or facilities, (c) the Celtic Charm Inc. dba High Sierra Gymnastics negligent instruction or supervision, or any other form of negligence by the Celtic Charm Inc. dba High Sierra Gymnastics or any employee of the Celtic Charm Inc. dba High Sierra Gymnastics, and (d) slipping or tripping and falling while on the facility or any portion of the premises for any reason, including the Celtic Charm Inc. dba High Sierra Gymnastics negligent inspection or maintenance of the premises.

You also agree to waive any rights that you may have to commence an action or recover damages for any injury at the Celtic Charm Inc. dba High Sierra Gymnastics premises to any minor child who is a guest or member. By execution of this agreement, you hereby agree to indemnify and hold harmless the Celtic Charm Inc. dba High Sierra Gymnastics from any loss, liability, damage, or cost that the Celtic Charm Inc. dba High Sierra Gymnastics may incur due to your presence at the Celtic Charm Inc. dba High Sierra Gymnastics facility. You further agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of Nevada and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, and express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against the Celtic Charm Inc. dba High Sierra Gymnastics for its negligence, or for any defective product on its premises. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Signature of Parent or Legal Guardian

Print Name

Date

## Photo Release

I further hereby authorize Celtic Charm Inc. dba High Sierra Gymnastics to use any photographs that contain images of myself or any of my gymnast children for any purpose for furtherance of the business of Celtic Charm Inc. dba High Sierra Gymnastics, including, but not limited to, inclusion of any such images in advertisements, social media, on websites, or on posters. I further understand that no personal information will be associated with any such images, including, but not limited to, name, age, address, school affiliation or any other identifying information, without my prior written consent.

If I do not agree to allow the forgoing, I have checked this		and have affired m	initials hara	
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Date