



PLANET GYMNASTICS LIABILITY WAIVER

PO Box 850602, Mobile, AL 36685. Located at 900 Schillinger Rd.

Phone (251) 650-0699 Fax (251) 639-9250

Website: www.PlanetGymnastics.com

Name(s) of participants _____

Address _____ City _____ State _____ Zip _____

Phone Number (s) _____ Emergency Phone Contact _____

Email _____

WARNING!!!

In consideration for the use of services, facilities, or equipment provided by Planet Gymnastics, the undersigned (whether a participant, non-participant, chaperone, parent, or observer) hereby releases Planet Gymnastics Inc., its subsidiaries, affiliates, partners, officers, directors, employees, agents and volunteers (and each of their respective heirs, assigns, and legal representatives), on behalf of the undersigned, the participant or his or her heirs, assigns, and legal and personal representatives, and next of kin from any and all liability whatsoever and any cause of action for, bodily injuries, death or property damage to the undersigned or the participant, arising out of or related to undersigned's or participant's use of, or presence upon property, or services of Planet Gymnastics Inc.

The undersigned and/or participant at Planet Gymnastics understands, acknowledges, and agrees that acrobatics, gymnastics, tumbling and trampoline, and other activities in the gym, are dangerous activities, and those activities can result in injury to the person or damage to the property or to third parties, and the participant is fully aware of the risks inherent in engaging in or observing any activity at or provided by Planet Gymnastics, no matter how careful the participants and staff, no matter what safety equipment is used, the risk cannot be eliminated. Risk can be reduced but never eliminated.

The risk of injury includes minor injuries such as bruises, and more serious injuries such as broken bones, dislocations, and muscle pulls. The risks include catastrophic injuries such as permanent paralysis or death. These can occur from landings or falls on the back, neck, or head and other such occurrences. The undersigned and/or participant may suffer such injuries while merely observing or being in the proximity to our activities as other participants may collide, land, or fall upon you. The undersigned and/or participant are aware of the conditions of the facilities and that conditions may become more dangerous during the time the participant is using the premises. The undersigned and/or participant voluntarily assumes all risk of loss, damage, or injury while on the premises. The undersigned and/or participant acknowledges that there are various degrees of skill and experience required for the different activities and the undersigned and participant will abide by the rules for the use of the various activities, including wearing all of the protective gear and equipment that is required for participation and will follow instructions of staff members. Failure to follow rules and instructions from staff may result in termination of participation in activities without refund.

The undersigned and/or participant agrees to indemnify Planet Gymnastics Inc. against, and save it harmless from, any and all damages, actions, claims, judgments, costs of litigation and attorney fees which may result from the undersigned or participants use of or presence upon the property or facilities or services of Planet Gymnastics, including damage to the equipment used by Planet Gymnastics, or lessor's property.

I hereby authorize Planet Gymnastics to act for me or the participant according to their best judgment in any emergency requiring medical attention. All medical expenses incurred will be the responsibility of the participant or participant's family. I certify to Planet Gymnastics Inc. that I have no physical condition or mental impairment that would be affected by participation in activities of Planet Gymnastics. I permit Planet Gymnastics to use any photographs, videotapes, motion picture recordings, or any other record taken while I am on the premises of Planet Gymnastics, or engaged in any activity or event sponsored, promoted, or organized by Planet Gymnastics for publicity, advertising, or any legitimate purpose.

By signing this waiver and assumption of risk and release, I on behalf of myself and the participant or his or her heirs, assigns, and legal and personal representatives, and next of kin acknowledge that I have read the above release and fully understand its contents. I agree to be bound by the terms of the release and understand that any and all risks, whether known or unknown, are expressly waived in advance. I certify that the undersigned and participant are covered by insurance to cover any injury or damages we may suffer or cause, or else I agree to bear the costs for such injury or damage to myself, or others. I certify that I am authorized to execute this release.

Example of some of our Safety Rules

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|----------------------------------|-------------------------------------|--|
| *No running | *2 at a time on net | *Do not bury yourself in pit |
| *No flipping unless supervised | *One way on tumble track | *One person at a time on tramps & pits |
| *Must be supervised at all times | *Stay 20ft apart on tumble track | *Follow all instructions of staff |
| *No jumping headfirst anywhere | *Adults are only allowed to observe | |

*****Our rules include but are not limited to the rules on this waiver. Once inside the gym you should ask for additional safety and special rules at each station/event/apparatus.*****

PARENT OR LEGAL GUARDIAN MUST SIGN IF PARTICIPANT IS UNDER THE AGE OF 19.

Signature of parent/legal guardian _____ Date _____

Print name of parent/legal guardian _____ Relationship to participant _____

Witness _____ Date _____