



Spirit Athletics Gems, LLC

461 Spencer Lane
San Antonio, TX 78201
(210) 801-5709

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

DISCLAIMER: Spirit Athletics Gems (the “Gym”) is not responsible for any injury or loss of property to any person who is practicing; training; taking classes; competing; participating in open gym, special events, demonstrations, or shows; or in any other way involved in tumbling, stunting, jumping, cheerleading, and/or participating individually or as a member of any of the Gym’s Prep, All-Star, and/or Elite teams (the “Activity”).

CONSENT: In consideration of my/my Minor Child(ren)’s participation in any Activity at the Gym, I, on behalf of myself and/or my Minor Child(ren), represent that I understand the nature of this Activity, as well as my/my Minor Child(ren)’s experience and capabilities, and believe that I/my Minor Child(ren) am/is/are qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that, if I believe event conditions are unsafe, I will immediately discuss those concerns completely with Gym staff/coaches/owners before I sign this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (the “Agreement”), before my/my Minor Child(ren)’s participation in the Activity begins, or if participation has already begun, I will discontinue my/my Minor Child(ren)’s participation in the Activity.

I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis, and/or death, which may be caused by my/my Minor Child(ren)’s own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, and/or the negligence of Spirit Athletics Gems, its owners, administrators, directors, agents, officers, operators, coaches, employees, and/or volunteers (hereinafter collectively the “Releasees”); and additionally that there may be other risks either not known to me/my Minor Child(ren) or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and/or damages I/my Minor Child(ren) may incur as a result of participation in the Activity.

I/my Minor Child(ren) fully understand that the Activity involves close contact with other persons that may spread disease, and there is risk of me/my Minor Child(ren) catching a contagious disease, such as COVID-19, which could cause severe illness and/or death.

WAIVER: I ACKNOWLEDGE THAT I/MY CHILD(REN) AM/ARE VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED, AND I/WE HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, ILLNESS, DISEASE, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. In consideration for my/my Minor Child(ren)’s participation in the Activity at or on behalf of the Gym, I hereby release, discharge, and covenant not to sue any and/or all of the aforementioned Releasees from any and all liability, claims, demands, losses, and/or damages on my/my Minor Child(ren)’s account, caused or alleged to have been caused, in whole or in part, by the negligence of any and/or all of the aforementioned Releasees; other participants in any Activity; any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, from any and all liability, claims, demands, losses, or damages, on my/my Minor Child(ren)’s account caused or alleged to be caused, in whole or in part, by the negligence of

any and/or all of said Releases. I further agree that if, despite this Agreement, me/my Minor Child(ren) or anyone on my/their behalf, makes a claim against any or all of the said Releasees, I will indemnify, save, and hold harmless each and all of the said Releasees from any and all losses, liability, damages, or costs which any or all of the said Releasees may incur as a result of any such claim.

I understand that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and I agree that, if any portion of this Agreement is held as invalid, the remainder of the Agreement will continue in full legal force and effect. I further agree that venue for any legal proceedings regarding this Agreement shall be in Bexar County, Texas.

PHOTO AND VIDEO RELEASE: I further grant consent for my/my Minor Child(ren) to be photographed and/or filmed while participating in the Activity. I authorize the Gym to use and publish images, photographs, pictures, portraits, audio, video, and/or film footage of me/my Minor Child(ren) in all forms of media and in all manner of publication, including but not limited to advertising and marketing campaigns, press releases, periodicals, and on the Gym's web site. I hereby waive any right I may have to review, inspect, edit, or approve such publications, and I release the Gym from any claims I may have against it for use of such images, photographs, pictures, portraits, audio, video, and/or film footage of me/my Minor Child(ren).

I have the read this Agreement, and I fully understand that, by signing this Agreement, I am giving up substantial rights on behalf of me/my Minor Child(ren). I confirm that I am of legal age, and I have signed this Agreement freely and without any inducement or assurance of any kind.

Participant(s) Name(s) (First and Last): _____

Participant(s) DOB: _____

Street Address of Custodial Parent(s): _____

City: _____ **State:** _____ **Zip:** _____

Primary Phone of Custodial Parent(s): _____

Email Address of Custodial Parent(s): _____

Parent/Guardian Signature (if Participant is under 18 years old):

Participant Signature (if Participant is 18 years of age or older):
