

# WAIVER AND RELEASE OF LIABILITY

**DISCLAIMER: STARS GYMNASTICS TRAINING CENTER-HOUSTON, LLC., AND ANY AND ALL OF ITS ENTITIES IS NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON WHILE PRACTICING, TAKING CLASS, COMPETING, PARTICIPATING IN OPEN GYM, BIRTHDAY PARTIES, OR IN ANY OTHER WAY INVOLVED IN GYMNASTICS, CHEERLEADING, CLASSES OR TEAMS AT STARS GYMNASTICS TRAINING CENTER-HOUSTON, LLC., FOR ANY REASON WHATSOEVER INCLUDING ORDINARY NEGLIGENCE ON THE PART OF STARS GYMNASTICS TRAINING CENTER, LLC., OWNER'S OFFICERS, AGENTS, OR EMPLOYEES.**

In consideration of my participation, I hereby release and covenant not-to-sue Stars Gymnastics Training Center-Houston, LLC., Board of Directors and officers, the Stars Gymnastics Training Center Booster Club, and any of their employees, teachers, coaches, agents, from any and all present and future claims resulting from ordinary negligence on the part of Stars Gymnastics Training Center-Houston, LLC., or others listed for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction in gymnastics, cheerleading, or any other activities or any activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence both present and future, that may be made by me, my family, estate, heirs or assigns.

Further, I am aware that gymnastics and cheerleading are vigorous sporting activities involving height and rotation in a unique environment and as such they pose a risk of injury. I understand that gymnastics, cheerleading, and related activities always involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and the mats, pits, and other safety equipment and apparatus provided or my protection including the active participation of a coach or teacher who will spot or assist in the performance of certain skills, may be inadequate to prevent serious injury. The risk of harm may be limited by all of the safety equipment and trained coaches, but never eliminated. I understand that participation in gymnastics including moving from event to event, conditioning, stretching and other activities which may leave me vulnerable to the reckless actions of their participating in this activity with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

I further agree to indemnify and hold harmless Stars Gymnastics Training Center-Houston, LLC., and any and all entities and all others listed for any and all claims arising as a result of my engaging in or receiving instruction in Stars Gymnastics Training Center-Houston, LLC., activities or any activities incidental thereto, whenever, wherever, or however the same may occur.

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

I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and or remedies which may be available to me for the ordinary negligence of Stars Gymnastics Training Center-Houston, LLC., or any person listed above.

## PUBLICITY

The member consents to the use, by Stars Gymnastics Program, or anyone it authorizes of any and all photographs, tapes, or other representation, and any reproductions thereof for the purpose of promotion (including sale, publication, display and exhibition) without the compensation. Member also agrees that such materials and negatives shall constitute Stars Gymnastics and Cheer property, with full right of distribution.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

Child's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_