

**Parent / Guardian Permission, Assumption of Risk, Waiver & Release**

I certify that I am the below child's parent or legal guardian. As such, and individually, I have carefully read the Release below and on reverse side hereof in its entirety, fully understand its contents, and hereby agree to its terms. I give my child permission to participate in the Activities and will instruct and warn my child of the risks in participating in gymnastics as I deem appropriate. I will further instruct my child to abide by all "safety messages" made by Metro and its instructors.

Dated: \_\_\_\_\_, 20 \_\_\_\_

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

\_\_\_\_\_  
Child's Name: Last First Birthdate Age

\_\_\_\_\_  
Home Address City/State Zip

\_\_\_\_\_  
Parent or Guardian Name Cell Phone

**RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT****PLEASE READ THE ENTIRE DOCUMENT CAREFULLY!**

**This is a legally binding release, waiver, indemnification of liability and has an express assumption of risk!**

I, the undersigned, hereby affirm that I have read this Release, Waiver of Liability, and Indemnity Agreement (the "Release") in its entirety. By my signature below, I agree to each and every term and condition hereof.

In consideration of, and as a condition precedent to, my child being permitted to participate in gymnastics events, meets, instruction, or other activities (the "Activities") hosted, held, or sponsored at or by 7420 Broadway, LLC, *dba* Metro Gymnastics ("Metro"), located at 7420 North Broadway, Oklahoma City, Oklahoma (the "Premises"):

I CERTIFY that my child is in good physical and mental health and in proper physical condition for participation in the Activities. I personally will not participate in the Activities or use any of the equipment on the Premises.

I ACKNOWLEDGE AND AGREE that: (a) I am aware that the Activities can be hazardous and do involve risks, perils, and dangers, including without limitation those associated with gymnastics; (b) I am aware that the Activities have the potential to impose physical or mental stress, bodily injury, or death, and cause other physiological effects to participants. I am nevertheless, allowing my child to voluntarily participate, at mine and his or her own risk, in the Activities with knowledge of the risks, perils, and dangers involved; (c) I am competent to and assume these risks of my own free will on behalf of myself and child; and (d) neither I nor my child will be allowed, and are expressly not allowed or authorized, to participate or be in, about, or upon the Premises to participate in the Activities unless and until I execute this Release.

I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE METRO, its managers, members, agents, employees, and related entities, and their affiliates (hereinafter referred to as "Releasees") from any and all actions, suits, claims, damages, and liability, including attorney fees and costs, I, my child, my family, heirs, successors, assigns and anyone claiming any interest through me, my child, or on my or my child's behalf, may have for any loss or damage, and any claim or demands therefore, including without limitation injury to the person or property, or resulting in my or another's death or paralysis, whether caused by or resulting from the negligence or omission of any of the Releasees, another participant or otherwise, while I or my child is in, upon, or about the Premises, or participating in Activities.

I HEREBY PERSONALLY ASSUME FULL RESPONSIBILITY FOR ALL RISKS, whether seen or unforeseen, for any damage, harm, or injury, including paralysis or death, that may befall me, my child, or my property while present or participating in Activities in, about, or upon the Premises or other locations in which the Activities occur, or while using the facilities or equipment thereon, including without limitation the risk of negligence of any party or participant, including the negligence of Releasees.

I HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS the Releasees and each of them from any claim, judgment, loss, liability, damage or cost I, my child, or any other person, may have or incur with respect to any and all actions, suits, claims, damages and liability released herein.

I ACKNOWLEDGE AND AGREE that (a) the validity, construction, or interpretation of this Release shall be governed by the laws of the State of Oklahoma without regard to any conflicts of law rules or principles; (b) This Release, including each and every covenant, waiver, and release contained herein, shall be binding upon me, my child and our respective heirs, successors, assigns, and legal representatives; (c) this Release is intended to be as broad and inclusive as is permitted by the laws of the State of Oklahoma, and that if any portion hereof is held to be illegal, invalid, or unenforceable, it is agreed that the balance shall continue in full legal force and effect. In lieu of such illegal, invalid, or unenforceable portion, there shall be added a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

**I HAVE READ, UNDERSTAND AND VOLUNTARILY SIGN THIS RELEASE on behalf of myself, my child, and anyone that may claim through me, my child, or on my or my child's behalf, and further agree that no oral representations, statements, or inducements that are not reflected herein have been made to me by any of the Releasees or any person. This is an UNCONDITIONAL RELEASE and a binding legal document. If you are unsure about any provisions in this document, DO NOT sign it and seek the advice of legal counsel before signing this document.**

**PERMISSION FOR MEDICAL TREATMENT:** I hereby authorize simple first aid and consent to any x-ray exam, and medical or surgical diagnosis which is deemed necessary.

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