

**EMPIRE ELITE'S OPEN GYM
WAIVER & RELEASE OF LIABILITY**

PERMISSION & SIGNATURES

Participant(s) Full Name(s): _____, _____, _____,
_____, _____,

WAIVER AND RELEASE OF LIABILITY
(Required for Open Gym participation)

I hereby release and covenant not-to-sue Empire Elite LLC, it's officers and/or owners, and any of their employees, staff members, contractors, landlords, or agents, ***from any and all present and future claims resulting from ordinary negligence on the part of Empire Elite LLC or others listed*** for property damage, personal injury, or wrongful death, arising as a result of engaging or receiving instruction in cheerleading, tumbling, or any other open gym 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, agents, representatives, or assigns.

Further, I understand that Open Gym activities 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 that mats, tumble track, and other safety equipment and apparatus provided for 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. I am voluntarily allowing my child(ren) to participate in this activity with knowledge of the risks involved and hereby agree to accept full responsibility as well as any and all inherent risks of property damage, personal injury, or death.

I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the state of Arizona 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 Arizona.

MEDICAL RELEASE

Should my child(ren) become ill or injured while participating in Open Gym at Empire Elite LLC, I give permission and hereby grant the authority for Empire Elite LLC staff members, agents, OR Open Gym chaperones/volunteers, to:

- (1) render first-aid treatment AND/OR emergency care to my child(ren)
- (2) obtain the emergency and/or medical attention they may deem necessary.

I further authorize the above designated to execute that consent required in connection with such advice, care, or treatment of my child(ren). I hereby release said persons from and agree to indemnify them against any liability, including financial expenses, arising out of the exercise of the authority hereby granted.

By signing below: **(1)** I give permission for my son(s)/daughter(s) listed above to participate in the Open Gym at Empire Elite LLC located at 25410 S. Arizona Suite 180 in Chandler, Arizona; **(2)** I activate the medical release written above of this form. **(3)** I also acknowledge that I have read the **WAIVER & RELEASE OF LIABILITY** statement and agree to its terms as a condition of participation. *These waivers & releases are effective for as long as the above listed individuals attend an open gym activity and have NO EXPIRATION.*

_____ Date	_____ Parent's Signature	_____ Parent's Printed Name	_____ Phone
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WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

I further acknowledge that Empire Elite LLC has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that Empire Elite LLC cannot guarantee that myself or my child will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, staff, and other clients and their families.

I voluntarily allow my child to seek services provided by Empire Elite LLC and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I/my child must comply with all set procedures to reduce the spread while attending the Empire Elite facility.

I attest that:

- Neither myself or my child is experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- Neither myself or my child have not traveled internationally within the last 14 days.
- Neither myself or my child has not traveled to a highly impacted area within the United States of America in the last 14 days.
- I do not believe myself or my child have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- Myself or my child have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.
- Myself and my child are following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold Empire Elite LLC harmless from, and waive on behalf of myself, my child, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the Empire Elite program, or that may otherwise arise in any way in connection with any services received from Empire Elite LLC. I understand that this release discharges Empire Elite LLC from any liability or claim that I, my child, my heirs, or any personal representatives may have against the program with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Empire Elite LLC. This liability waiver and release extends to the program together with all owners, partners, volunteers and employees.

First & Last Name of Child: _____

First & Last Name of Legal Guardian: _____

Signature of Legal Guardian: _____

Date: _____