

Midwest Florida, LLC, Fort Myers, Florida

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

Name of Participant/Child: _____ In consideration of the services of Midwest Florida, LLC, a Florida limited liability company, and its owners, members, agents, officers, independent contractors, subcontractors, employees, and all other persons or entities acting in any capacity on its or their behalf (hereinafter collectively referred to as "MCE"), I hereby agree, on behalf of myself, my child, my spouse, my child's other parent(s) or guardian(s), my parents, my family members, my agents, heirs, assigns, personal representative, and estate (collectively, the "releasing parties"), as follows:

1. I understand and acknowledge that the activities that I, my child, or any of the releasing parties engage in or observe while on MCE's premises, or while under the auspices, supervision, or control of MCE, or while traveling to or from such activities, pose known and unknown risks which could result in injury, pain, suffering, paralysis, death, emotional distress, loss of companionship, and/or damage to me, to my child, to property, to the releasing parties, and/or to third parties. The following describes some, but not all of those risks, and I understand and acknowledge that there are other risks, both foreseeable and not foreseeable, that are not included among the following which any of the releasing parties may suffer:

Cheerleading, dance, and gymnastics, including performances of stunts and use of trampolines and other equipment, is dangerous and entails certain risks inherent in the activities that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, participants would not improve their skills, and their enjoyment of the activity would be diminished. Cheerleading, dance, and gymnastics expose participants to the usual risk of cuts and bruises, and other more serious risks as well. Participants often fall or come in contact with other participants or with equipment or objects, can sprain or break wrists and ankles, can incur injuries caused by others, and can suffer more serious injuries, including paralysis and death. Traveling to and from practice, rehearsals, shows, meets, competitions, and exhibitions raises the possibilities of any manner of transportation accidents.

2. I expressly agree to accept and assume full responsibility for all of the risks, known and unknown, foreseeable and not foreseeable, related to, arising out of, or in any way connected with MCE-related activities, including but not limited to performance of stunts and use of trampolines and equipment. My participation and that of my child is purely voluntary. No one has force or coerced me or my child to participate. I elect for myself and my child to participate in such activities in spite of the risks.

3. I hereby give permission for emergency medical treatment to be administered to my child as deemed appropriate.

4. I consent for myself and/or my child to be photographed and to allow MCE to use any photos of myself or my child at its sole discretion.

5. On behalf of myself, my child, and the releasing parties, I hereby voluntarily release, forever discharge, and agree to defend, hold harmless, and indemnify MCE from any and all liability, claims, demands, costs, damages, actions, or rights of actions asserted by any of the releasing parties, which are related to, arise out of, or are in any way connected with my or my child's participation in MCE-related activities ("Costs").

6. Should Midwest Florida, LLC incur attorney's fees or costs related to or arising from my obligations under this agreement, I agree to indemnify and reimburse Midwest Florida, LLC for such attorney's fees and costs.

7. I represent and warrant to Midwest Florida, LLC that adequate health, accident, and liability insurance is in force and will be maintained to cover any Costs, and if such Costs are not paid in full, then Midwest Florida, LLC shall not have, and I hereby release Midwest Florida, LLC from, any obligation to pay or reimburse any such Costs, and I agree to pay the Costs.

8. I agree that the substantive and procedural laws of the State of Florida shall apply to this agreement and in any action arising from this agreement without regard to the conflict of laws rules of the State of Florida, that the state courts of Florida shall have exclusive jurisdiction of any action, and that such action shall be brought only in the county in which Midwest Florida, LLC is located.

9. I acknowledge and agree that if anyone is hurt or property is damaged during my participation or the participation of any of my child, I may be found by a court of law to have waived my right to maintain a lawsuit against Midwest Florida, LLC on the basis of any claim from which I have released Midwest Florida, LLC by signing this Agreement, and such lawsuit shall be dismissed.

10. I acknowledge and agree that this agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and that if any provision of this agreement is found to be void or unenforceable, such provision shall be modified, if possible, only to the extent necessary to render it enforceable, and the remainder of this agreement shall remain in full force and effect.

11. I further agree that this Waiver of Liability, Release, Indemnity, and And Assumption of Risk Agreement shall remain in effect for all MCE activities in which my child participates for the entirety of the time my child is affiliated with Midwest Florida, LLC.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THIS IS AN ASSUMPTION OF RISK, A RELEASE, A WAIVER OF LIABILITY, AND AN INDEMNITY, AND I SIGN IT VOLUNTARILY. I UNDERSTAND THAT I GIVE UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, I AM AWARE OF ITS LEGAL CONSEQUENCES, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF, MIDWEST FLORIDA, LLC USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOU’RE RIGHT TO RECOVER FROM MIDWEST FLORIDA, LLC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND MIDWEST FLORIDA, LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I have had sufficient opportunity to read this entire document. I have read it and understand it. I agree to be bound by its terms.

Signature of Participant: _____

Print Name: _____ Date: _____

PARENTS’ OR GUARDIAN’S SIGNATURE: (Must be signed by **ALL parents and/or guardians** for participants under the age of 18.)

In consideration of the above-named Participant, who is a minor, being permitted by Midwest Florida, LLC to participate in MCE activities and to use MCE equipment and facilities, I acknowledge that I understand the risks as stated above and knowingly agree to all the foregoing terms of this agreement for myself and on behalf of minor. I have had sufficient opportunity to read this entire document. I have read it and understand it. I agree to be bound by its terms.

Signature of Parent/Guardian: _____

Print Name: _____ Date: _____

Signature of Parent/Guardian: _____

Print Name: _____ Date: _____

ACCEPTED:
Midwest Florida, LLC:

By: _____ Date: _____