

**VANRY HOLDINGS, INC., dba ALL STAR GYMANSTICS & CHEER
RELEASE AND WIAVER OF LIABILITY AND INDEMNITY AGREEMENT**

For and in consideration of being permitted to utilize the facilities, services and programs of All Star Gymnastics & Cheer, (or for my children to so participate) for any purpose, including, but not limited to observation, use of the facilities or equipment, or receiving instruction, training, or supervision, participation in any on-site or off-site program UNDERSIGNED, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating, will inspect and carefully consider such premises and facilities and/or the program. It is further warranted that such entry into the All Star Gymnastics & Cheer premises for observation or use of any facilities or equipment or participation in any program constitutes an acknowledgment that such premises, all facilities and equipment thereon, and such programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or participation by the undersigned and such children and assumes the risks arising from the conditions of the premises, equipment and/or program.

In further consideration of being permitted to enter All Star Gymnastics & Cheer for any purpose, including, but not limited to, observation, use of facilities, of equipment, receiving instruction or training, or participating in any on-site program affiliated with All Star Gymnastics & Cheer, the undersigned hereby agrees to the following:

The undersigned, on his or her behalf and on behalf of such children, hereby releases, waives, discharges and covenants not to sue All Star Gymnastics & Cheer, its directors, officers, employees, coaches, volunteers and agents (hereinafter referred to as "releasees") from all liability to the undersigned or such children and all their personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or such children whether caused by the negligence of the releasees or otherwise while the undersigned or such children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with All Star Gymnastics & Cheer.

The undersigned hereby agrees to indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage, or cost they may incur due to the presence of the undersigned or such children in, about or upon the premises of All Star Gymnastics & Cheer or in any way observing, or using the facilities, or equipment thereon, or participating in any program affiliated with All Star Gymnastics & Cheer whether caused by the negligence of releasees or otherwise.

Physical activity in general and gymnastics, cheer and acrobatic activity, specifically, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks include, but are not limited to: Minor Injuries such as scratches, bruises, and sprains; Major Injuries such as eye injury, bone, joint or tissue injury, heart attacks and concussions; Catastrophic Injuries such as paralysis and death. These risks increase when other persons, whether or not at the same level of experience or skill, are present at the same time and using the same facilities. I know and appreciate these risks that are inherent in participation in the gymnastics, cheer and acrobatic activities at All Star Gymnastics & Cheer facility and hereby assert that my participation is voluntary and that I knowingly assume all such risks.

The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage to the undersigned or such children due to the negligence of releasees or otherwise while in, about or on the premises of All Star Gymnastics & Cheer and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with All Star Gymnastics & Cheer.

The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Any dispute, controversy or claim arising out of or related to this Agreement or interpretation of this Agreement will be settled by arbitration in accordance with the Rules of the AAA. The place of arbitration shall be El Dorado County, CA and the laws of the State of CA shall be used. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered on any decision in accordance with applicable law in any court having jurisdiction thereof.

I grant permission for the use of my name and likeness related to my participation in the gymnastics, cheer and acrobatic activities at All Star Gymnastics & Cheer facility. I also grant the use of my voice and any and all recorded and/or filmed/video/photographed footage of me, and further waive all rights to any compensation, as a result of my name or likeness being used in any way.

The undersigned has read and voluntarily signs the release and waiver of liability and indemnity agreement, and further agrees that no oral modifications, representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE.

Name of Child in Program

Print Applicant or Parent Name

Name of Child in Program

Signature of Applicant or Parent

Address

Date

Phone Number

Event