

**Progressive Gymnastics East, Inc.**

**RELEASE, WAIVER OF LIABILITY & EXPRESS ASSUMPTION OF RISK & AUTHORIZATION**

**AGREEMENT Parent(s)/Guardian(s) Minor(s)**

Parents Name: \_\_\_\_\_

Child Name: \_\_\_\_\_

Parent Phone: \_\_\_\_\_

Date Of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Parent email: \_\_\_\_\_

Address: Street: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

I have voluntarily elected to use and, if applicable, allow the minor child(ren) identified below which are under my supervision (referred to individually and collectively herein as "Minor Participant") to participate in the programs of and/or use the facilities and equipment of Progressive Gymnastics East and/or any of their subsidiaries and affiliates (collectively, "Progressive Gymnastics"), including but not limited to the Ready Set Grow from Head to Toe Pre-School Program and the Fitness Warrior Program.

I hereby understand, acknowledge and agree that the training, programs and events held by Progressive Gymnastics, including, but not limited to, gymnastics, obstacle courses, weightlifting, fitness classes and personal training may expose me and the Minor Participant to many inherent risks, including accidents, physical injury, illness, paralysis or even death. By signing below, I and the Minor Participant assume all risk of injuries associated with participation including, but not limited to, falls, contact with other participants, the effects of the weather, including high heat and/or humidity, and all other such risks being known and appreciated by me. I hereby acknowledge my responsibility in communicating any physical and psychological concerns that might conflict with participation by me or the Minor Participant in such activity. I acknowledge that if conditions are unsafe, I and the Minor Participant will immediately discontinue participation in any activity. I acknowledge that I and the Minor Participant are physically fit and mentally capable of performing the physical activity that I and the Minor Participant choose to participate in. I understand that no assurance or guaranty of mine or the Minor Participant's safety is being made by Progressive Gymnastics. I and the Minor Participant agree to observe and obey all rules, signs and warnings, and further agree, to follow all instructions or directions given by Progressive Gymnastics.

After having read this waiver and knowing these facts, and in consideration of acceptance of my participation and Progressive Gymnastics furnishing services to me, I agree, for myself and the Minor Participant, to HOLD HARMLESS, INDEMNIFY AND IRREVOCABLY RELEASE Progressive Gymnastics, its officers, agents, employees, organizers, representatives, and successors from any responsibility, liabilities, demands or claims of any kind arising out of my participation, and the Minor Participant's participation, at Progressive Gymnastics and/or its events. By signing below, I certify that I have read and understand this Agreement and I am signing it of my own free will. I am aware that this is a waiver and a release of liability and I voluntarily agree to its terms. I agree to pay for all damages to the facility of Progressive Gymnastics caused by me or the Minor Participant's negligent, reckless or willful actions.

In addition, I agree that by providing Progressive Gymnastics with an email address and telephone number, I expressly consent to receiving communications including email, voice and text messages from Progressive Gymnastics, its affiliates or assigns at that email address or telephone number, regardless of their purpose, including but not limited to marketing or collection purposes. These calls and messages may be subject to charges from my internet or wireless provider. This consent is not a condition of doing business with, or making a purchase of any goods or services from, Progressive Gymnastics. I understand that I may unsubscribe or opt-out of any further telemarketing calls or marketing text messages at any time.

If Applicable, I certify that I am the parent or legal guardian of the below named Minor Participants and/or authorized to sign this Agreement

**PHOTO/MEDIA RELEASE**

I hereby give Progressive Gymnastics the irrevocable right to use mine and the Minor Participant's picture, photograph, video, or other depiction(s) thereof or likeness in all forms of media and in all manners, including composite or other representation for advertising, trade or any other lawful purpose. I, on behalf of myself and the Minor Participant, also waive any rights of compensation or ownership thereto. I have read this release and I am fully familiar with its contents and am competent to make this release. It is understood that mine and the Minor Participant's participation may be photographed or filmed.

**Sign Here** \_\_\_\_\_ **Date:** \_\_\_\_\_