

**PLEASE READ PAGE 2 CAREFULLY BEFORE SIGNING**

--- Please Print **Legibly** ---

**-----Parent/Guardian Information-----**

Parent First Name: \_\_\_\_\_ Parent Last Name: \_\_\_\_\_ Relationship to Athlete(s): \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_ Parent Phone (if different from Emergency Contact) : \_\_\_\_\_

**Address**

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ How did you hear about us: \_\_\_\_\_

**-----Athlete/Child Information-----**

Athlete First Name: \_\_\_\_\_ Athlete Last Name: \_\_\_\_\_ Athlete Gender: (M/F) Athlete DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

Medical Info: (Injuries, Allergies, anything we should know for safety of Athlete)

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**-----Additional Athlete/Child-----**

Athlete First Name: \_\_\_\_\_ Athlete Last Name: \_\_\_\_\_ Athlete Gender: (M/F) Athlete DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

Medical Info: (Injuries, Allergies, anything we should know for safety of Athlete)

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**-----Additional Athlete/Child-----**

Athlete First Name: \_\_\_\_\_ Athlete Last Name: \_\_\_\_\_ Athlete Gender: (M/F) Athlete DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

Medical Info: (Injuries, Allergies, anything we should know for safety of Athlete)

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**-----Additional Athlete/Child-----**

Athlete First Name: \_\_\_\_\_ Athlete Last Name: \_\_\_\_\_ Athlete Gender: (M/F) Athlete DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

Medical Info: (Injuries, Allergies, anything we should know for safety of Athlete)

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**Liability and Media Release**

**ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, AND APPEARANCE RELEASE AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING**

**THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

In consideration for Mythic Gymnastics, LLC, or their members, managers, officers, agents, heirs, successors, trustees, assigns, executors, personal representatives, administrators, subrogors, or employees (collectively the "Released Parties"), permitting me and/or my minor child ("Child") to voluntarily participate in the gymnastics, related gymnastics activities, and the use of the gymnastics equipment and associated facilities located at the Released Parties' gymnasium facility ("Activities"), I have agreed to execute this Acknowledgement of Risk, Release of Liability, and Appearance Release Agreement (the "Release") for myself and for my Child. I am 18 years old or older, and I and/or my Child, voluntarily participate in the Activities at Released Parties' gymnasium. Child and I are in good physical condition. I acknowledge that gymnastics, use of gymnastics equipment, and related activities involve certain inherent risks, hazards and dangers that cannot be eliminated. I acknowledge that I should consult with a physician before having me or my Child start a sport or an exercise program, including the Activities .

There is a risk of personal injury, paralysis, or death when I or my Child participates in the Activities, including gymnastics, use of gymnastics equipment, and/or related activities, no matter how careful me, my Child, or other gymnasts conduct themselves. I understand that use of the Released Parties' gymnasium may require good physical conditioning and a degree of skill and knowledge. I understand that inspecting the gymnasium and understanding the gymnastics equipment is strongly recommended. I agree that if I do not understand the risks and dangers of gymnastics, use of gymnastics equipment, and related activities or am unfamiliar with the gymnasium or gymnastics equipment, I should not use or permit my Child to use the Released Parties' gymnasium or gymnastics equipment. I agree to use and allow my Child to use the Released Parties' gymnasium and gymnastics equipment at my own risk. I assume the risk of any medical or physical condition my Child or I may have. I acknowledge that in the event of an injury or accident, rescue and medical treatment may not be immediately available. I authorize the Released Parties and/or their authorized personnel to call for medical care for me or my Child or to transport me or my Child to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I agree to pay all costs associated with such medical care and related transportation.

I AM VOLUNTARILY USING AND/OR ALLOWING MY CHILD TO USE THE RELEASED PARTIES' GYMNASIUM AND GYMASTICS EQUIPMENT, WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, COSTS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Further, I hereby grant to Released Parties the right to take motion and still pictures of my Child and me, and record my and my Child's voice and any sounds made by my Child or me, and to obtain other information about my Child and me, including but not limited to my and my Child's name, likeness, photograph, voice, dialogue, sounds, biographical information, personal characteristics and other personal identification (collectively, the "Footage and Materials"), and to use the Footage and Materials in and in connection with promotional activities, marketing, advertising, and publicity for the Activities. Released Parties may, at their sole discretion and in perpetuity use, incorporate, broadcast, display, distribute, publish, re-publish, alter and/or edit the Footage and Materials, in whole or in part, alone or in conjunction with other material in connection with the Activities in any and all media and in any and all forms and versions, now known and hereafter devised, throughout the universe including, without limitation, all electronic, digital and print forms, without any compensation to me or my Child whatsoever. Neither my Child nor I shall have any rights of review or approval regarding the use of the Footage and Materials or the exercise of the granted rights. I acknowledge and agree that Released Parties are under no obligation to use the Footage and Materials. To the extent my Child or I retain any interest in the Footage and Materials, I hereby irrevocably (and on a royalty-free basis) assign, transfer and convey to the Released Parties all right, title and interest throughout the world in and to the Footage and Materials and any and all intellectual property rights therein and thereto.

I, FOR MYSELF AND MY CHILD (AND FOR ALL OF OUR HEIRS, SUCCESSORS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, AND SUBROGORS), HEREBY KNOWINGLY AND INTENTIONALLY FULLY AND FOREVER WAIVE AND RELEASE AND HOLD HARMLESS THE RELEASED PARTIES, OR THEIR MEMBERS, MANAGERS, OFFICERS, AGENTS, HEIRS, SUCCESSORS, TRUSTEES, ASSIGNS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUBROGORS, OR EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, SUITS, OR EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), WHETHER FORESEEN OR UNFORESEEN, (A) ARISING DIRECTLY OR INDIRECTLY OUT OF ANY DAMAGE, LOSS, INJURY, PARALYSIS, OR DEATH TO ME, MY CHILD, OR MY PROPERTY AS A RESULT OF USE OF THE RELEASED PARTIES' GYMNASIUM OR GYMNASTICS EQUIPMENT, WHETHER SUCH DAMAGE, LOSS, INJURY, PARALYSIS, OR DEATH RESULTS FROM NEGLIGENCE OR ALLEGED NEGLIGENCE OF THE RELEASED PARTIES, OR THEIR MEMBERS, MANAGERS, OFFICERS, AGENTS, HEIRS, SUCCESSORS, TRUSTEES, ASSIGNS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUBROGORS, OR EMPLOYEES, OR FROM SOME OTHER CAUSE, AND (B) FOR LIBEL, SLANDER, INVASION OF RIGHT OF PRIVACY, PUBLICITY OR PERSONALITY, OR ANY OTHER CLAIM OR CAUSE OF ACTION (WHETHER BASED ON THE COMMON LAW OR FEDERAL OR STATE STATUTE), BASED UPON OR RELATING TO THE USE OF THE FOOTAGE AND MATERIALS OR THE EXERCISE OF ANY OF THE RIGHTS REFERRED TO HEREIN OR ARISING IN CONNECTION WITH THE ACTIVITIES. I HEREBY WAIVE ANY MORAL RIGHTS OR "DROITS MORAL" I OR MY CHILD MAY HAVE IN THE FOOTAGE AND MATERIALS. I, FOR MYSELF AND MY CHILD (AND FOR ALL OF OUR HEIRS, SUCCESSORS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, AND SUBROGORS), FURTHER AGREE NOT TO SUE THE RELEASED PARTIES, OR THEIR MEMBERS, MANAGERS, OFFICERS, AGENTS, HEIRS, SUCCESSORS, TRUSTEES, ASSIGNS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUBROGORS, OR EMPLOYEES AS A RESULT OF ANY DAMAGE, LOSS, INJURY, PARALYSIS, OR DEATH TO ME, MY MINOR CHILD, OR MY PROPERTY THAT MAY OCCUR WHILE USING THE GYMNASIUM OR GYMNASTICS EQUIPMENT OR FROM RELEASED PARTIES' USE OF THE FOOTAGE AND MATERIALS. THIS RELEASE IS INTENDED TO BE A FULL AND COMPREHENSIVE RELEASE OF LIABILITY IN FAVOR OF THE RELEASED PARTIES.

If any provision of this Release is determined by a court of competent jurisdiction to be unenforceable or invalid, such provision shall be deemed to be severed and deleted from the Release as a whole, and neither such provision nor severance and deletion shall affect the validity of the remaining provisions of this Release. This Release will be governed by Nevada law without regard to its conflict of law principles.

**I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS BINDING ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, AND APPEARANCE RELEASE AGREEMENT FOR MYSELF AND FOR MY CHILD.**

**Print Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_