

## **Release of Liability/Waiver of Liability**

I understand and acknowledge that activities conducted at or by M&S Elite Athletics, LLC, and/or M&S Gymnastics, LLC, (hereafter referred to as "M&S") which include but are not limited to gymnastics, tumbling, and trampoline, impose risks which could result in permanent injury, paralysis, death or damage to my child, myself, property, or third parties. Some of which may be caused by my own actions or inactions, or those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releases" named below. By the very nature of the activity, sports carry a risk for physical injury. No matter how careful the participant and instructor are, no matter how many spotters are used, no matter what the height is or what the landing surface is, the risk cannot be eliminated. The risk can be reduced, but never eliminated. The risk of injury includes minor injuries such as bruises or more serious injuries such as broken bones, dislocations (this is when a bone is pulled out of its socket) and muscle pulls. The risk also includes catastrophic injuries such as paralysis (this is when the injury prevents you from being able to use parts of your body) or even death from landing on your back, neck or head. I am also aware that participation in certain activities, including but not limited to day camps, involves transportation to and from field trips and such transportation could cause injury or death in a vehicular accident. Being fully aware of these dangers, I hereby consent for my child(ren) and/or myself to participate in any and all M&S programs and activities and I ACCEPT ALL RISKS associated with such participation. I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activity. I hereby release, discharge, and covenant not to sue M&S, its respective administrators, directors, agents, officers, volunteers, employees, other participants, sponsors, advertisers and, if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the RELEASES herein), from all liability, claims, demands, losses, or damages on my account caused in whole or in part by the negligence of the "releases" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releases, I will indemnify, save, and hold harmless each of the Releases from any loss, liability, damage, or cost, which may incur as the result of such claim. I have read the Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. I will hold M&S harmless of any injuries incurred in and outside gym areas, along with any at-home participation in virtual activities.

**Athlete Name:** \_\_\_\_\_

**Parent Name:** \_\_\_\_\_

**Parent Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_