EVO Gymnastics Waiver 2024

I, _____ Parent/Legal Guardian (hereinafter referred to as "CUSTOMER"), do hereby enter into this GENERAL RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND COVENANT NOT TO SUE, with EVO Gymnastics (hereinafter referred to as "BUSINESS"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including but not limited to the mutual promises, understandings, and covenants herein, CUSTOMER does hereby acknowledge and fully recognize that there are dangers and risks which I and others might be exposed to by entering on the BUSINESS premises at 7188 15th ST E, Sarasota FL 34243. The dangers and risks associated with entering on the BUSINESS premises include but are not limited to injury to myself or others, damage to my property or the property of others, and/or contracting COVID-19 or any illness associated with the same. IN NO EVENT SHALL BUSINESS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR ANY OTHER THEORY OF LIABILITY, IN CONNECTION WITH OR ARISING OUT OF CUSTOMER'S ENTERING ON THE BUSINESS PREMISES. The CUSTOMER agrees to release, discharge, waive, and agree not to sue BUSINESS for any and all claims, causes of actions, or any other actions resulting from, arising out of, or occurring in connection with entering on the BUSINESS premises. CUSTOMER understands, acknowledges, and recognizes that BUSINESS is permitting individuals, after having been authorized by all appropriate state agencies or governmental entities, to enter the premises despite the ongoing spread of COVID-19, commonly known as the "Corona Virus." Despite efforts both ordered or recommended by state agencies or governmental entities and those taken in excess of same and out of an abundance of caution to prevent the spread of this virus, CUSTOMER understands, acknowledges, and affirms that CUSTOMER or anyone CUSTOMER brings on to the premises of BUSINESS may in fact contract the virus while at the premises of BUSINESS. Said permission for CUSTOMER by BUSINESS to enter the premises is not to be relied upon as a determination that is safe or advisable even if done in accordance with guidelines established by Centers for Disease Control, State of Florida, Federal Government or any other applicable state agency or governmental entity. All person who enter the premises of BUSINESS do so at their own risk or peril. CUSTOMER agrees BUSINESS has no liability under any theory of liability for permitting CUSTOMER to enter the premises of BUSINESS.

CUSTOMER agrees to assume and take on any and all risks and responsibilities in any way associated with CUSTOMER entry onto the premises of BUSINESS. In consideration of and return for the opportunity to enter the premises of BUSINESS, CUSTOMER releases BUSINESS, and any owners, employees, officers, agents or others associated with BUSINESS from any and all liability, claims, causes of action, or any other actions that may arise from injury or harm to me or others, including death, or from damage to my property or the property of others in connection with my presence at the premises of BUSINESS.

CUSTOMER understands that this release covers liability, claims, and actions caused entirely or in part by any BUSINESS act or failure to act, including but not limited to negligence, mistake, or failure to enforce, supervise, or maintain. CUSTOMER states, admits, and covenants that there are no health-related reasons or problems which preclude or should preclude, restrict or otherwise advise against CUSTOMER presence at BUSINESS. CUSTOMER further assures the BUSINESS that CUSTOMER has adequate health property and liability insurance necessary to provide for and pay any medical costs or property damage that may directly or indirectly result from my presence at BUSINESS and CUSTOMER will indemnify and hold BUSINESS harmless for any such medical costs or property damage. The facts, circumstance, situation, and advised response to COVID-19 is constantly changing, and BUSINESS has no reliable way to keep fully abreast of this rapidly changing information. The fact that BUSINESS is permitting CUSTOMER to enter the premises does not in any way, shape, form or manner indicate that is safe to do so. CUSTOMER understands this release means I am giving up, among other things, all rights I may otherwise have to sue BUSINESS, owners, employees, and or agents for injuries, including death, damages, or losses I may incur or cause. CUSTOMER agrees to hold BUSINESS, owners, employees, and or agents harmless from all claims made by third parties that are in any way associated with my entry on the premises of BUSINESS. CUSTOMER shall be liable for all attorney fees, court costs, and all other costs incurred by BUSINESS in enforcing or defending any such claim or any portion of this release. CUSTOMER also understands that this Release is binding on all of my minor children, minors for whom I am legal guardian, as well as the heirs, executors, administrators, and assigns of my minor children, and minors for whom I am legal guardian. CUSTOMER further understands that if I am executing this Release on behalf of a minor child, then CUSTOMER hall hold BUSINESS harmless against the claims of any other parent or legal guardian of said child who has not signed this Release. CUSTOMER also understands this Release binds my heirs, executors, administrators, and assigns, as well as myself.

I hereby acknowledge that I am the parent/legal guardian of minor(s) under the age of eighteen ("Minor Child/ Children"). In consideration for the benefits to be derived from MY OWN PARTICIPATION as well as my minor child(ren)'s participation in one or many activities, camps, after school programs and/or athletic activity, I, on behalf of myself and my minor(s), hereby acknowledge the following:

1. I am aware that all Gymnastics activities involve risk, and that some are contact sports;
2. I am aware that playing or practicing in any athletic activity will be a dangerous activity involving MANY RISKS OF INJURY; and
3. I UNDERSTAND THAT THE DANGERS AND RISKS OF PLAYING OR PRACTICING GYMNASTICS BUT AM NOT LIMITED TO DEATH, SERIOUS NECK AND SPINAL INJURIES, WHICH MAY RESULT IN COMPLETE OR PARTIAL PARALYSIS, BRAIN DAMAGE, SERIOUS INJURY TO VIRTUALLY ALL INTERNAL ORGANS, BONES, JOINTS, LIGAMENTS, MUSCLES, TENDONS, AND OTHER ASPECTS OF THE MUSCULOSKELETAL SYSTEM AND SERIOUS INJURY OR IMPAIRMENT TO OTHER ASPECTS OF MY BODY AND MY MINOR CHILD'S /CHILDREN'S BODY, GENERAL HEALTH, AND WELL-BEING. On behalf of myself and my Minor Child's/Children's, I further understand and acknowledge that the dangers and risks of playing or practicing gymnastics, tumbling and all other sporting activities, but serious impairment of my future abilities and that of my Minor Child's/Children's future abilities to earn a living, to engage in other business, social, and recreational activities, and generally to enjoy life. Because of the danger of participating in the above sport, I, both on my own behalf and on behalf of my Minor Child(ren), acknowledge and understand the importance of following policies, rules and regulations established by EVO Gymnastics. I and My Minor Child(ren) hereby agrees to obey such rules, regulations, and instructions. I further acknowledge that I and my minor child(ren) is/are in good physical condition and do not know of any condition or reason that I nor my Minor Child(ren) should not participate in gymnastics, or any other program offered by EVO Gymnastics, LLC.

This waiver and release of liability includes, without limitation, all damages or injuries which may occur as a result of: (a) my and my Minor Child(ren)'s use of all amenities and equipment in the facility and his or her participation in any activity; (b) the sudden and unforeseen malfunctioning of any equipment; (c) any instruction, training, supervision, or dietary recommendations; and (d) slipping and/or falling while in the facility, or on the premises, INCLUDING ALL DAMAGES OR INJURIES RESULTING FROM ACTS OF PASSIVE OR ACTIVE NEGLIGENCE ON THE PART OF EVO Gymnastics, LLC, ITS OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR AGENTS.

I RECOGNIZE AND ACKNOWLEDGE THAT EVO Gymnastics, LLC. DOES NOT CARRY ANY TYPE OF ACCIDENT OR HEALTH INSURANCE POLICY ON THE PARTICIPANTS IN SPORTING ACTIVITIES. I ALSO REALIZE THAT SPORTS INJURIES CAN BE CATASTROPHIC FOR THOSE WITHOUT PROPER MEDICAL COVERAGE.

On behalf of myself and my Minor Child(ren), I HEREBY RECOGNIZE AND ASSUME ALL THE RISKS ASSOCIATED WITH MYSELF AND MY MINORS/CHILD(REN) PLAYING OR PRACTICING GYMNASTICS AND OTHER SPORTING ACTIVITIES AND RELEASE EVO Gymnastics, LLC AND THEIR RESPECTIVE EMPLOYEES, AGENT REPRESENTATIVES, OFFICERS, AND VOLUNTEERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, CLAIMS, DEMANDS, COSTS, AND EXPENSES, INCLUDING ATTORNEY'S FEES, OR DEMANDS OF ANY KIND OF NATURE WHATSOEVER WHICH MAY ARISE OR IN CONNECTION WITH MY PARTICIPATION AND MY MINOR CHILD'S/CHILDREN'S PARTICIPATION IN ANY ACTIVITIES RELATED TO GYMNASTICS AND OTHER SPORTING ACTIVITIES AND PROGRAMS OFFERED BY EVO Gymnastics, LLC.. The terms hereof serve as a release and assumption of risk for myself and on behalf of my Minor Child(ren), as well as our respective heirs, estates, executors, administrators, and assignees.

Photography Release (This is for the purpose of marketing as well as social media). By my signature, I hereby give permission for myself and my child(ren) to be photographed by a representative of EVO Gymnastics during events, classes, and special activities at EVO Gymnastics, and I give my permission for those photographs to be used, without restriction as to changes or alterations, for advertising, promotion, exhibition, or any other lawful purposes, including social media. I waive any right to inspect or approve the photograph(s) that may be used now or in the future, whether that use is known or unknown to me, and I acknowledge that I understand that there will not be any compensation arising from the use of the photograph(s). I further understand that photos or videos taken by me or child(ren) on EVO Gymnastics Property may not be used for commercial purposes, nor copyrighted or otherwise made unavailable for use by EVO Gymnastics, LLC.. EVO Gymnastics reserves the right to request copies of all photos or videos captured by me or my child(ren) and further reserves the right to use said content for purposes

described above.In signing this agreement, I acknowledge and represent that I have read and understand it; that I sign it voluntarily and for full and adequate consideration, fully intending to be bound by the same; and that I am at least eighteen (18) years of age and fully competent.

Print Student Name_____
DOB_____**Sex**_____

Print Student Name_____
DOB_____**Sex**_____

Print Parent/Guardian Name_____

Parent Email_____

Phone Number_____ **Address**
_____

Signature _____
Date_____