

**GYPSY GYMNASTICS
WAIVER AND RELEASE ACKNOWLEDGEMENT**

Assumption of Risk:

As the parent(s) or legal guardian(s) of the student(s) named above, I understand and acknowledge that by the very nature of the activity, gymnastics, cheerleading, trampoline, and dance all carry a risk of physical injury. No matter how careful the student and coach, no matter how many spotters are used, no matter how many mats are provided, and no matter how many times the skill may have been performed successfully, the risk cannot be eliminated. Reduced, yes, but never eliminated. This acknowledgement of risk, having been read thoroughly and understood completely, is signed voluntarily as to its content and intent.

Release of Liability:

As the parent(s) or legal guardian(s) of the student(s) named above, I hereby consent to their participation in the programs offered at Gypsy Gymnastics (L-Town Tumblers, LLC) and to the use of all equipment at Gypsy Gymnastics. In consideration of my student's participation, I hereby release and covenant not to sue Gypsy Gymnastics and/or the instructors from any and all present and/or future claims resulting from ordinary negligence on the part of Gypsy Gymnastics or others listed for property damage or personal injury arising as a result of my child's participation in gymnastics, cheerleading, trampoline, dance or any other activities, or any activities incidental thereto while with Gypsy Gymnastics. This waiver of liability, having been read thoroughly and understood completely, is signed voluntarily as to its content and intent.

Payment Policies:

As the parent(s) or legal guardian(s) of the student(s) named below, I hereby agree that the information provided is true and correct to the best of my knowledge. I understand that Gypsy Gymnastics reserves the right to change/modify the rules and regulations relating to registration of classes conducted from time to time and agree to abide by the same. I authorize Gypsy Gymnastics to charge my Credit Card / Debit Card / Bank Account towards the fees as per the authorization provided. I hereby agree to any auto-pay, subscriptions, late fees, or refund policies applicable to my account. Gypsy Gymnastics reserves the right to use any video or photographic material that may contain images of your student(s) for any lawful purposes. Any amounts that remain unpaid and due shall be subject to interest at the rate of 18% per year which shall be due and payable, along with any collection costs, including but not limited to, attorney fees and court costs.

Medical Emergencies:

As the parent(s) or legal guardian(s) of the student(s) named above, I hereby agree to individually protect for the possible future medical expenses which may be incurred by my student as a result of any injury sustained while participating in any program of instruction, recreation or event at, for, or under the direction of Gypsy Gymnastics.

Photo Release:

I am aware that from time to time individual or group publicity photos and videos are taken and in consideration for my child's participation I hereby grant permission for my child's likeness and/or image be used by Gypsy Gymnastics publicity or advertising and no compensation shall be due to you or the child.

Miscellaneous:

No oral representations, statements, or inducements, apart from the foregoing written agreement, have been made. I represent that I am at least eighteen (18) years of age and am fully competent and that I am the parent or guardian of the athlete named above. I further represent that I execute this Participation Release, Consent, and Waiver of Liability for full, adequate, and complete consideration, fully intending to be bound by the same.

This Waiver and Release Acknowledgment shall be governed by the laws of the State of Florida, without regard to its conflicts of law provisions and any disputes arising between the parties shall be heard and determined by a court of competent jurisdiction in Lee / Collier County, Florida.