

BLACK CANYON GYMNASTICS, LLC (BCG)
ASSUMPTION OF RISK, GENERAL RELEASE, AND WAIVER OF LIABILITY

I am the parent or legal guardian of the following minor child: _____.

By executing this Waiver, I consent to the minor child participating in the programs offered by BCG, and with full recognition of the inherent dangers of these programs, I acknowledge the following:

Assumption of Risk: I understand that by participating in the programs offered by BCG, my minor child may face significant risks of injury. These risks may include, but are not limited to: (1) injury or death due to the negligence of the minor child, employees, teachers, coaches, or other co-participants; and (2) injuries inherent from use of gymnastic devices and the risks therefrom, including slips, falls, collisions, falling objects, sprains, strains, broken bones, permanent paralysis, and death; and (3) Any injury occurring offsite during field trips, meets, tournaments, and otherwise. On behalf of my minor child, I understand and assume all risks even if resulting from negligence of BCG, and expressly agree to waive all negligence claims. I further represent that I have made BCG aware of any and all current or past physical or mental disabilities, injuries, and/or problems which might limit my minor child's participation, and I have not, I expressly accept all responsibility for that non-disclosure. On behalf of my minor child, I expressly agree that my minor child's participation in programs offered by BCG and my minor child's use of all equipment and facilities shall be undertaken solely under my responsibility as the minor child's parent or legal guardian.

Indemnification: I accept financial responsibility for any injury caused to my minor child, or to any other participant due to my child's negligence, or during the course of the participating in programs offered by BCG, even in the absence of negligence and simply occurring through active participation. Should BCG, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce as result of injuries described hereunder, I agree to reimburse it/them/his/her for such fees and costs. I further agree to indemnify and hold harmless BCG, its principals, heirs, agents, employees, volunteers, successors and assigns, from liability for any such injuries, death, and damage to property that may result from my, or my minor child's, negligent or intentional act or omission while participating in programs offered by BCG, in any location, including but not limited to offsite gymnasiums, recreational areas, areas adjacent to BCG' main facility, and/or any area selected for training by BCG. The terms of this Waiver are to be governed by and construed under the laws of the State of Colorado. The Parties expressly agree that venue shall be exclusive to Montrose County, State of Colorado. I hereby expressly agree to individually protect and insure for possible future medical expenses which may be incurred through injury to my minor child while at, for, or under the direction of BCG. In the event any term or provision of this Waiver and Release of Liability is found to be unenforceable or void, in whole or part, the term or provision concerned shall be construed as valid and enforceable to the maximum extent permitted by law, and all remaining provisions of this Waiver shall remain in full force and effect.

Release: In consideration of the above-mentioned risks to my minor child, I hereby acknowledge that I freely and voluntarily wish for my minor child to participate in the fitness, instruction, and activities of BCG, and use its facilities, equipment, premises, teachers, and coaches. In doing so, I, for myself, and on behalf of my minor child, hereby release and forever discharge BCG, its principals, heirs, agents, employees, volunteers, successors and assigns from any and all liability, claims, demands, actions or rights of action which may arise out of or in connection with my participation in BCG activities whether from acts of active or passive negligence on my part, my

child's part, or the part of anyone else. This agreement shall be binding upon myself, my spouse, children, parents, heirs, assigns, legal representatives, and any other person claiming under, by, or through me or my minor child.

Signature: _____ Date: _____

Parents name: _____

Name of Minor Child: _____

Address: _____

Name of Emergency Contact: _____

Emergency Phone Number: _____

Email: _____