

USA Trampoline Academy, LLC
USA Trampoline, Tumbling, & Dance Academy

Liability Release and Indemnification: Prior to participation, this form MUST be signed by at least one of the participant's parents or court-appointed legal guardian if participant(s) is not yet 18 years old ("Minor"). Participant's own signature is required if you are 18 years of age or older.

Name of Participant (Print CLEARLY): _____ **Date of Birth:** _____

In consideration of the services of USA Trampoline Academy LLC, also known as USA Trampoline Tumbling & Dance Academy, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "The Academy"), I hereby agree to release, indemnify, and discharge The Academy, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, next of kin, and personal representative and estate as follows:

[1] ACKNOWLEDGEMENT AND ASSUMPTION OF RISK. I acknowledge that my participation, or my child's participation, in gymnastics skills, classes, dance training, tumbling, aerial silks, aerial fabrics, aerial trapeze, aerial lyra, fitness classes, camp activities, parties, events, trampoline training and instruction, and competitions (hereinafter collectively referred to as "The Activity") entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to my child, to my property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of The Activity. The risks include, among other things: slips and falls; falling from equipment; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, cuts, sprains, muscle soreness, lacerations, fractures, concussions, broken bones, or even more severe life threatening hazards such as musculoskeletal injuries to the head, neck, back, spine, and injuries to internal organs. Inherent hazards and risks may result from: my negligence, my child's negligence, and/or the negligence of other people, instructor error and decision making, equipment failure, and/or my own physical condition, or my child's physical condition. I hereby affirm and acknowledge of the risk of emotional and psychological injuries or physical damage associated with this activity. I acknowledge and understand traveling to and from classes, competitions, and exhibitions raises the possibility of any manner of transportation accidents. If I or my child is injured, medical assistance may be required at my own expense. ***I understand that the description of these risks is not complete, and unknown or unanticipated risks may result in my, or my child's, injury, illness, or death.**

Furthermore, THE ACADEMY'S employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness level or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

A. I expressly agree and promise to accept and assume all of the risks existing in this Activity. My participation, and/or my child's participation, in this activity is purely voluntary. I elect to participate in spite of these risks; I elect to enroll my child in the activities in spite of these risks.

B. I hereby voluntarily release, waive, covenant not to sue, forever discharge, and agree to indemnify and hold harmless THE ACADEMY, and their officers, administrators, owners, teachers, agents, sponsors, directors, consultants, employees, athletes, participants, coaches, supervisors, volunteers, and the owners or lessors of any facilities within which THE ACADEMY's activities are conducted, their respective agents and employees, and all other person providing facilities or assisting in the conduct of the activities and in the transportation of participants to and from the activities (collectively the "Released Parties") of and from any and all actions, causes of actions, claims, demands, losses, injuries, and damages of whatever name or nature, **including any such claims which allege negligent acts or omissions of The Academy.**

C. Should THE ACADEMY or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

D. I certify that I have adequate health insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I certify that my child has adequate health insurance to cover any injury or damage he/she may cause or suffer while participating, or else I agree to bear the costs of such injury or damage. I further certify that I am willing to assume the risk of any medical or physical condition that I, or my child, may have.

E. In the event that I file a lawsuit against THE ACADEMY, I agree to do so solely in the state of Connecticut, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

[2] REPRESENTATION OF ABILITY TO PARTICIPATE. I understand the nature of the Activity, and I represent that the participant is qualified, in good health, and in proper physical condition to participate in the Activity, and has proper health insurance coverage. Should I ever believe that any of the above representations have become untrue, or if I should ever believe that the Activity is not safe or is no longer safe for the participant(s), then it will be my full responsibility immediately to discontinue the student and persons from participating in the Activity.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST USA TRAMPOLINE ACADEMY, ALSO KNOWN AS USA TRAMPOLINE TUMBLING & DANCE ACADEMY, ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Participant Signature (for Adults: 18 years and older)

Today's Date

My Full Address

My Phone

My Email

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of the above named participant(s) ("minor") being permitted by The Academy to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless The Academy from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent or Legal Guardian

Parent's Printed Name

Today's Date