



GENERAL LIABILITY WAIVER AND RELEASE, MEDICAL CONSENT, AND IMAGE RELEASE

Please fill in ALL blanks.

Participant #1 Name: _____ Birthday: ___/___/_____ M / F

Participant #2 Name: _____ Birthday: ___/___/_____ M / F

Participant #3 Name: _____ Birthday: ___/___/_____ M / F

Participant #4 Name: _____ Birthday: ___/___/_____ M / F

Participant's/Guardian's Phone: _____ Email: _____

Participant's/Guardian's Address: _____ City: _____ Zip: _____

(Please read carefully)

THIS LIABILITY WAIVER AND RELEASE, MEDICAL CONSENT, AND IMAGE RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

In consideration for participation in activities involving height or motion, including but not limited to gymnastics, tumbling, trampoline, and cheerleading (collectively, the "Activities") I, on behalf of myself, my estate, my spouse, my children, my heirs, my assigns, any executor, administrator, fiduciary, trustee, or representative, hereby agree to and make the following representations and agreements:

Assumption of Risk and Release of Liability: I understand that there are inherent risks of injury while participating in the Activities including, but not limited to: death, serious risks of injury including serious neck and spinal injuries which may result in complete or partial paralysis, injury to internal organs, bones, joints, ligaments, muscles, tendons, and other aspects of muscular skeletal system, and serious injury or impairment to other aspects of the body, general health, and well-being. I understand the risk of injury associated with various aspects of participating in the Activities may arise from the inherent risk of the activities, my own negligence, negligence of other participants, or volunteers, slipping and falling, faulty equipment, facility issues, weather conditions, travel, and stolen/lost/damaged property or equipment, among others.

I warrant that I am physically and mentally fit and able to engage in the Activities. I warrant that I will refrain from being under the influence of alcoholic beverages, drugs, medications, or other intoxicating substances that might impair judgment prior to and during the Activities. I expressly assume all risks of my participation in the Activities, whether the risks are known or unknown to me at this time. I release MISMO GYMNASTICS, INC and its members, directors, officers, staff, volunteers, agents, and representatives ("Releasees"), from any and all claims or damages arising from my participation in it's the Activities and associated events and programs, whether caused by Releasees' negligence or any other cause. I further represent that I have current medical insurance coverage and/or I will pay any damages or expenses associated with any injuries I may incur while participating in the Activities and associated events and programs provided by Releasees.

Medical Consent: In the event that I am injured or ill and require medical attention, I hereby give the consent to others providing or obtaining medical attention for me if such need arises. I agree to pay all fees and costs arising from an action to obtain medical treatment for myself I give permission for attending physician(s) and other medical personnel to administer any needed medical treatment, including but not limited to medical, diagnostic, surgical, and hospital procedures, and again, I agree to pay for the medical treatment. I will not hold the Releasees liable for any injury resulting from such medical attention. I assume all risk and liability for my actions and use, and hereby forever release and hold harmless, and covenant not to sue Releasees from any and all liability, loss, damage, costs, claims, and/or causes of action, including but not limited to all bodily injuries and death, arising out of or relating to my participation in the Activities and associated events and programs. This is true even if the negligence arises from others' negligence and known or

unknown liabilities.

Image release: I understand that photographs or video recordings may be taken of me and other guests during the Activities or associated events and programs, and that such photographs and video recordings may include images of myself as a participant or spectator. I hereby grant Releasees a license and my consent to use such images in any media in its publications or advertising or promotional materials. I agree that my image may be combined with other images, text, and graphics, and may be cropped, altered, or modified. I acknowledge and agree that this release is binding upon my heirs and assigns. I agree that this release is irrevocable, worldwide, and perpetual, and will be governed by the laws of the State of Montana.

Compliance with Laws, Rules, and Regulations: I understand the laws, rules, regulations and information regarding participation in recreational activities in the State of Montana and agree to comply with those laws, rules, and regulations in their entirety. Further, I understand that at all times during the Activities, I will listen to any and all instructions, rules and regulations at or provided by the Releasees, and will wear adequate personal protective equipment.

Parental Consent: If the participant is under the age of 18, then I represent and warrant that I am the parent or legal guardian of the above-named participant, hereby give my approval to my child's participation in the Activities and any associated events and programs provided by Releasees. I assume all risks and hazards incidental to such participation, and I hereby waive, release, absolve, indemnify, and agree to hold harmless Releasees for any claim arising or of an injury to my child and from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever arising out of or connected with my child's participation in the Activities and associated events and programs. I consent to the foregoing and grant permission for my child to participate in the Activities and events associated with the Activities. I acknowledge I have carefully read, accept, and agree to the terms on this Liability Waiver and Release and Medical Consent, and know and understand its contents and I sign the same on my own free act and deed. I further attest that my child will wear any appropriate personal protective equipment for the duration of the Activities.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of Montana and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that this agreement shall be governed by the law of Montana and venue of any disputes shall be in Missoula County, Montana.

By signing this document, you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

I acknowledge and represent that I have carefully read and understand all the terms of this Liability Waiver and Release and Medical Consent

Participant Signature (If over age 18)

Date

Parent/Guardian Signature (If Applicable)

Date

Parent/Guardian Printed Name