**RELEASE AND WAIVER OF LIABIITY ASSUMPTION OF FULL RESPONSIBILITY FOR RISKS OF BODILY INJURY OR PROPERTY DAMAGE AND INDEMNITY AGREEMENT:**

 AS THE SPONSORED ACTIVITIES HAVE THE POTENTIAL TO BE DANGEROUS, WE REQUIRE ALL PARTICIPANTS TO ASSUME ALL RISKS BY SIGNING THIS DOCUMENT. For the purposes of this agreement, the “sponsored activities include” any activities performed within the Infiniti Elite Gymnastics Inc. facility, or on the Infiniti Elite Gymnastics Inc. Premises, including, but not limited to, gymnastics, cheerleading, tumbling, trampoline, parkour, Elite Warrior, dance, arts, crafts, free play, Birthday parties, other parties, camps and food or beverage consumption. In addition, "sponsored activities" include those that are not on the Infiniti Elite gymnastics premises, including competitions, meets, exhibitions, seminars, parties, tourist attraction visits and the like. Responsible Party understands that travel to those events may be by walking, biking, automobile, bus, train, boat or airplane, as the case may be.

 The "Responsible Party" (the undersigned Participant and/or Parent or Legal Guardian of a minor Participant, (all of whom are listed on the front of this agreement) who signs this document agrees:

 Prior to participating in any of the sponsored activities, the Participant and, in the case of a minor Participant, the Responsible Party, will inspect the facilities and equipment to be used, and/or the transportation to be provided, and if he/she believes anything is unsafe, the Participant or Responsible Party will immediately advise Infiniti Elite Gymnastics Inc. of the condition and refuse to participate or disallow the minor to participate and/or travel to the sponsored event. The Participant and, in the case of a minor Participant, the Responsible Party, prior to participating in these activities, have inspected the facilities and equipment to be used, believe them to be safe and are satisfied with the condition of the facilities and equipment.

 The Responsible Party (and the Participant) fully understand and voluntarily accepts that:

 a. There are risks and dangers associated with the participation in the sponsored activities, which could result in bodily injury, partial or total disability or other catastrophic injury, and/or death.

b. The Participant has no physical or mental condition which would interfere with his/her ability to participate in or attend any such event or activity, or that would endanger his/her health or safety.

 c. The Responsible Party warrants that their minor child has no physical or mental condition(s) which would interfere with his/her ability to participate in or attend or travel to any such event or activity, or that would endanger his/her health or safety.

 d. The social and economic losses and/or damages, which could result from risks and dangers in participating in the sponsored activities, could be severe.

 e. The risks and dangers may be caused by the action, inaction, negligence, or carelessness on the part of Infiniti Elite Gymnastics Inc. or any of its partners, officers, agents, servants, employees or contractors, and there may be other risks not known to us or not reasonably foreseeable at this time.

 **Release and Indemnification in Personal Injury or Property Damage Claims**. In consideration of Infiniti Elite Gymnastics Inc. permitting the below named Participant to enroll in and participate in any of these activities at our facility in the Town of Syosset, County of Nassau, State of New York (or at the location of a sponsored event off premises), and having been fully informed of the inherent risks associated with participating, the Participant and/or the Responsible Party agrees for himself/herself, the minor Participant, and their respective family, heirs, executors, administrators and assigns, to voluntarily release, waive and discharge, to the fullest extent permitted by law, and promises not to sue, and otherwise indemnify Infiniti Elite Gymnastics Inc. or any of its affiliates, partners, officers, agents, servants, employees, or contractors (the “Released Parties”), for any and all liability whatsoever, for any claims or causes of action that may accrue for personal injury, property damages, wrongful death or otherwise, occurring to the Participant arising out of engaging (or receiving instruction) in the sponsored activities or any activities incidental thereto wherever or however it may occur and for whatever period the activities or instructions may continue and **INCLUDING CLAIMS OR DEMANDS BASED ON THE NEGLIGENCE, CARELESSNESS OR FAULT OF INFINITI ELITE GYMNASTICS INC., ITS PARTNERS, AGENTS, EMPLOYEES OR CONTRACTORS.**

 The undersigned Participant and/or Responsible Party, agrees for himself/herself, the minor participant, and their respective family, heirs, executors, administrators, and assigns, that the above waiver and release is intended to be a broad general release and waiver, and includes, but is not limited to, any and all claims for personal injury, property damage, wrongful death or otherwise. If despite this Release, the Participant and/or the Responsible Party makes a claim against Infiniti Elite Gymnastics Inc. or any of the Released Parties, the Participant and/or Responsible Party agrees that (1) this Release may be pled, and shall act, as a complete defense to any claims released herein, and (2) he/she: (1) (a) will reimburse/indemnify Infiniti Elite Gymnastics Inc. or their insurance company for any money which they paid to participant: (2) will reimburse/indemnify them or their insurance company for any reasonable cost incurred, including attorney's fees and costs of defending the claim; and (3) will hold Infiniti Elite Gymnastics Inc. and each of the Released Parties harmless to the fullest extent permitted by law. The Participant, individually, and the Responsible Party, on behalf of the minor Participant and Individually, further agree and promise to hold harmless and indemnify Infiniti Elite Gymnastics Inc. or any of the Released Parties from all defense costs, including attorney's fees, or from any other costs incurred in connection with any claims released herein.

 This agreement shall be governed by the Laws of the State of New York, without regard to its conflict of laws principles. If any portion of this agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect

. It is the intention of the Participant and/or Responsible Party signing this document to release Infiniti Elite Gymnastics and each of the Released Parties from any responsibility for personal injury, property damage, wrongful death or otherwise, whether caused by negligence, carelessness, fault or otherwise, of the persons or entities mentioned above.

 I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, THAT I AM EXECUTING THIS AGREEMENT VOLUNTARILY, THAT IT IS BINDING UPON ME AND/OR THE PARTICIPANT, AND THAT I UNDERSTAND I AM ASSUMING ALL RISKS INHERENT IN INFINITI ELITE GYMNASTICS INC. ACTIVITIES, WHETHER KNOWN OR UNKNOWN, AND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP MY RIGHT TO MAKE ANY CLAIM(S), TO THE FULLEST EXTENT PERMITTED BY LAW, AGAINST INFINITI ELITE GYMNASTICS INC. AND EACH OF THE RELEASED PARTIES, INCLUDING FOR CLAIMS OR DEMANDS BASED ON THE NEGLIGENCE, CARELESSNESS OR FAULT OF INFINITI ELITE GYMNASTICS INC., OR ANY OF THE RELEASED PARTIES.

 **Marketing & Promotional Release**. I also understand that there may be occasions that photos, videos or other recordings are taken of the activities that my family member participates in and that these images are the sole property of Infiniti Elite Gymnastics Inc. I agree to allow Infiniti Elite Gymnastics Inc.

to use these images as they see fit for marketing and promotional purposes, without any compensation. I also understand that through my Infiniti Elite membership, I will receive email communications in regard to classes, payments, promotions, events and other marketing announcements. PRIVACY NOTICE: It is the policy of Infiniti Elite Gymnastics Inc. to NOT sell or distribute members' information to any third party.

 | VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS AND THE POLICIES AND PROCEDURES OUTLINED IN THIS AGREEMENT (including, but not limited to the general waiver and release of claims) and further agree that no oral representations, statements or inducements apart from this agreement have been made. This Release and Waiver of Liability shall be a bar to any recovery by the minor participant and/or his/her parent and/or legal guardian in any action instituted by any of them to recover for loss suffered as a result of participating in these activities.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Birthday Party**

|  |  |  |  |
| --- | --- | --- | --- |
| **Signature of Adult Participant or Parent/Guardian:** | **Phone Number:** | Child(ren)’s Name | **Date:** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**I HAVE READ THIS DOCUMENT: I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS**