



**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND
INDEMNITY AGREEMENT (“RELEASE AGREEMENT”)***

In consideration of participating in any/ all activities and events (collectively, “Activity”) at Harpeth School of Gymnastics, LLC (HSG), I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity.

I fully understand that this Activity involves risks of serious bodily injury, including, but not limited to, permanent disability, paralysis and death, which may be caused by my own actions, or inactions; actions or inactions of others participating in the event; the conditions in which the Activity takes place; or the negligence of the “releasees” named below. Further, I understand that there may be other risks either not known to me or not readily foreseeable at this time. I fully knowingly and voluntarily accept and assume all such risks (known and unknown; foreseeable and unforeseeable) and all responsibility for losses, cost, and damages incurred as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue HSG, its respective administrators, directors, agents, officers, volunteers, agents, employees, successors, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place (collectively, “RELEASEES”) from all liability, claims, demands, losses, or damages arising out of or attributable to my participation in Activity, whether arising out of the negligence of RELEASEES or otherwise, including negligent rescue operations.

I also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney’s fees, arising from, or in any way related to, my participation in the Activity.

I further agree to allow, without compensation, my likeness and/or name to appear, and to otherwise be used, in material, regardless of media form, promoting or otherwise benefitting HSG.

I expressly agree that this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by the law of the State of Tennessee and that if any portion thereof is held invalid, it is agreed that the balance, notwithstanding, shall continue in full legal force and effect.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT and understand that I am giving up substantial rights in connection therewith. I acknowledge that I am signing freely and voluntarily and without any inducement or assurance of any nature.

_____ Printed Name	_____ Signature of Participant**	_____ Date
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I am the parent or legal guardian of the minor participant named above. I have the legal right to consent to and, by signing below I hereby do consent to the terms and conditions of this Release Agreement.

_____ Printed Name	_____ Signature of Participant’s Parent or Legal Guardian***	_____ Date
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* Individual signed Release Agreement required for each student listed on Enrollment Agreement (and separate Release Agreement must be signed for Parent or Legal Guardian participating in Mommy & Me class).

** Parent or Legal Guardian should sign the name of Participant if Participant is not old enough to sign the Release Agreement themselves.

*** Parent or Legal Guardian should also sign the consent portion if Participant is not old enough to sign the Release Agreement themselves.