

All participants must have a signed Waiver and Release of Liability/Photo Consent in order to participate in any Manhattan Gymnastics Academy activity.

Manhattan Gymnastics Academy Waiver and Release of Liability and Photo Consent and Release Waiver

In consideration of my being permitted to receive and participate in services, including but not limited to, sports activity, class, competition, team, open gym, parents night out, birthday parties including non-gymnastics activities such as dance, cheerleading, swimming and playground activities and other types of celebratory events and recreational activities (collectively, the "Activities"), from 545, Inc., a Kansas corporation doing business as Manhattan Gymnastics Academy and its affiliated entities, at the premises commonly known as 2730 Amherst Avenue, Manhattan, Kansas (the "Premises"), I, and if I am a person under 18 years of age, my parents or legal guardian (collectively the "I", "me" or "my"), acknowledge and agree as follows:

WAIVER AND RELEASE OF LIABILITY

1. I understand I have voluntarily applied and contracted to participate in the Activities, and such Activities, the transportation of me to and from an Activity, and use of the Premises may involve significant risk of property damage and/or serious personal injury, disability, paralysis or death. I understand and accept that there are natural, man-made, and environmental conditions and risks, including falls, changing surface conditions, variations in the terrain, variations to man-made structures, equipment failures, other people or equipment, negligence of others, and exceeding my own abilities, which may cause severe, or even fatal injuries while participating in the Activities, the transportation of me to and from an Activity, or while at the Premises, whether obvious or not obvious.
2. I expressly agree to assume all conditions, risk of injury or death and responsibility for all falls, accidents, personal injuries, death and/or property damage associated with the Activities or while I am on or using the Premises, including, but not limited to, all risk of death, injury or damages resulting from any negligence of 545, Inc., the property owner, and/or their respective parents, affiliates, agents, managers, members, directors, officers, employees, coaches, sponsors and volunteers (collectively, the "Company").
3. I agree to forever waive and release the Company from any and all claims, including, but not limited to, any negligence on the part of the Company, and death, injuries, losses, damages resulting in any way from my association with, entry upon or participation in any Activities, the transportation of me to and from an Activity, or my use of the Premises. This release includes all claims regarding the design or conditions of the Premises, structures or equipment utilized by me at or on such Premises. I agree to indemnify and hold the Company harmless from all claims, death, damages or injuries related to my presence at or on the Premises, the transportation of me to and from an Activity, or my participation in the Activities.
4. I agree that no lawsuit will be filed by me, or on my behalf, against the Company as a result of my participation in the Activities, the transportation of me to and from an Activity, or my presence on or at the Premises for any death, injuries or damages that I may sustain. If I do file a lawsuit, then I agree to pay any attorneys' fees, costs or judgments incurred by the Company. I understand this is a contract which is binding upon me and my heirs and legal representatives. If any portion of this contract is invalid, it is agreed that the remaining portions remain intact and enforceable. **I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THIS IS A RELEASE OF LIABILITY AND CONTRACT BETWEEN THE COMPANY AND ME.**

PHOTO CONSENT AND RELEASE WAIVER

1. I hereby irrevocably grant for my lifetime to the 545, Inc., a Kansas corporation doing business as Manhattan Gymnastics Academy (545, Inc.), its legal representatives or assigns, and those acting under its permission and upon its authority, or those for whom 545, Inc. is acting, the absolute right and permission to: copyright, use, re-use, publish and republish, and to license the right to use, re-use, publish and republish my photograph, testimonial (written), and biographical data with or without identifying me and edit such testimonial in its sole discretion, in any medium or form of distribution without restriction as to changes or transformation in conjunction with my own or a fictitious name, made through any and all media now or hereafter known for any purposes whatsoever, including, without limitation, illustration, art, promotion, advertising, marketing, education or trade.
2. It is my understanding that I will receive no compensation for my likeness or testimonial.
3. I hereby waive any right that I may have to inspect and/or approve the finished product or the advertising copy or printed matter that may be used in connection with my likeness or testimonial or the use to which it may be applied. I agree that I have no rights to the photographs, reproductions, negatives, videos or films, and all rights to such materials belong to 545, Inc.
4. I hereby release, discharge and agree to hold harmless 545, Inc. and its officers, directors, stockholders, employees, agents, affiliates, legal representatives or assigns and all persons acting under its permission or upon its authority or for whom it is acting, from any liability by virtue of any publication of my likeness or testimonial, including, without limitation, claims for libel or invasion of privacy, as well as any liability arising by virtue of any blurring distortion, alteration, optical illusion of use in composite form, whether intentional or otherwise, that may occur or be produced in the making of such picture or recordings) or in any processing tending towards the completion of the finished product.
5. I hereby warrant that I am of full age and have every right to contract in my own name in the above regard. I state further that I have read the above authorization and release prior to its execution, and that I am fully familiar with the contents and voluntarily execute this Agreement. This Agreement shall be binding upon me and my heirs, legal representatives and assigns.

As the parent and/or legal guardian of the youth participant under age 18, I have read this Waiver and Release of Liability. I fully accept the terms and conditions of the Release including the full and general release, the indemnity and hold harmless of the Company and the agreement to never file a lawsuit against the Company. I have considered the risks involved and believe the opportunity for the person under age 18 to participate in the Activities and use the Premises is worthwhile and useful to the person under age 18's development. I have discussed the risks with the person under age 18 and have determined that we should accept those risks in this agreement. I agree to undertake all duties and responsibilities to educate, control and protect the person under age 18 from all of the risks involved or maybe all of the risks involved in Activities or use of the Premises. I agree to make all decisions concerning the person under age 18's participation and involvement.

Print Name of Participant _____ Male Female Date of Birth _____

Print Name of Participant _____ Male Female Date of Birth _____

Print Name of Participant _____ Male Female Date of Birth _____

Parent Name (Printed) _____ Address _____

City State Zip _____ Phone _____

Do any of the participants listed above have any special needs or limitations that would prevent them from actively participating in a gymnastics setting? No Yes (please explain) _____

Parent/Legal Guardian Signature _____ Date _____





Special Notes

- T-shirts, shorts, leotards, or sweats are appropriate attire for a gymnastics birthday party. No buckles, zippers or jewelry please.
- A completed Waiver and Release of Liability Form and Photo Consent are required for attendance at any Manhattan Gymnastics Academy Birthday party. It must be signed by a parent or legal guardian.
- Parents are not allowed on the floor during the birthday party. They may watch from the upstairs viewing area.
- Specific rules are posted throughout the gym and given to all participants at the beginning of the party. Not following rules can result in injuries. The staff reserves the right to remove any participant at any time that is not following rules.

Celebrate with us!

The party is for

Date _____

Time _____

at

Manhattan Gymnastics
Academy

2730 Amherst

Manhattan, KS 66502

RSVP to
