

**Five-Star Gymnastics Academy, Inc.**  
**21 Ryder Place, East Rockaway NY 11518**  
**Tel: 516-887-6600 Fax: 516-887-6635**

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

In consideration of participating in the physical activities including but not limited to gymnastics, cheerleading, martial arts, dance, yoga, birthday parties and other such activities, I understand the nature of these activities and that I and or my child are qualified, in good health, and in proper physical condition to participate in such activities. I acknowledge that if I believe class/event conditions are unsafe, I will immediately discontinue and or will immediately discontinue my child's participation in such activities. I fully understand that these activities involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own and or my child's actions, or inactions, those of others participating in the class/event, the conditions in which the class/event takes place, or the negligence of the "Releasees" named below; and that there may be other risks either not known to me or my child which are not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I or my child might incur as a result of our participation in the activities.

I hereby release, discharge, and covenant not to sue *Five Star Gymnastics Academy, Inc.* its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the "Releasees", I will indemnify, save, and hold harmless each of the "Releasees" from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

\_\_\_\_\_  
Printed name of participant (Adult)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Adult)

PARENTAL CONSENT (If child is Eighteen years of age or younger) AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activities. I hereby Release, discharge, covenant not to sue *Five Star Gymnastics Academy, Inc.* and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above "Releasees", I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the "Releasees" from any litigation expenses, attorney fees, loss liability, damage, or cost any "Releasees" may incur as the result of any such claim.

\_\_\_\_\_  
Printed name of participant (Child)

\_\_\_\_\_  
Printed name of Parent/or Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/or Legal Guardian

\_\_\_\_\_  
Email Address