

**ARTISPORTS, LLC**

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

**NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF ARTISPORTS, LLC (“ARTISPORTS”), ITS OWNERS, OFFICERS, AGENTS, EMPLOYEES OR ASSIGNS USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY AGREEING TO THIS FORM, YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM ARTISPORTS, ITS OWNERS, OFFICERS, AGENTS, EMPLOYEES OR ASSIGNS, IN A LAWSUIT OR OTHERWISE, FOR ANY PERSONAL INJURY, MEDICAL EXPENSES, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE AND/OR OTHER DAMAGE THAT RESULTS FROM THE RISKS WHICH ARE A NATURAL PARTY OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO AGREE TO THIS FORM AND ARTISPORTS, ITS OWNERS, OFFICERS, AGENTS, EMPLOYEES OR ASSIGNS HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IN THE ACTIVITY IF YOU DO NOT AGREE TO THIS FORM.

ARTISPORTS IS NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON WHILE PRACTICING, TAKING CLASS, COMPETING, OR PARTICIPATING IN ANY ACTIVITIES OR EVENTS IN ANYWAY AFFILIATED WITH OR AT A LOCATION WHERE ARTISPORTS IS CONDUCTING SUCH ACTIVITY OR EVENT, FOR ANY REASON WHATSOEVER, INCLUDING BUT NOT LIMITED TO ORDINARY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, ON THE PART OF ARTISPORTS, ITS OWNERS, OFFICERS, AGENTS, EMPLOYEES OR ASSIGNS.

As legal guardian of Athlete, in consideration of Athlete’s participation in one or more of the programs at ARTISPORTS hereby release, indemnify, defend, hold harmless and covenant not to sue ARTISPORTS, its directors, officers, employees, teachers, coaches, agents and assigns from any and all present and future claims resulting from ordinary negligence, including but not limited to gross negligence, on the part of ARTISPORTS, its directors, officers, employees, teachers, coaches, agents and assigns, or others associated with ARTISPORTS, for property damage, personal injury or wrongful death, arising as a result of or in any way connected to your child engaging in or receiving instruction in baton twirling, color guard, dance and acrobatics or any other activity or activities incidental thereto, whenever, wherever, or however the same may occur. On behalf of my child and myself, I hereby voluntarily waive any and all claims resulting from ordinary negligence, including but not limited to gross negligence, both present and future, that may be made by me, my family, estate, heirs or assigns on behalf of my child.

Further, I am aware that baton twirling, color guard, dance and acrobatics are vigorous sporting activities involving height and rotation in a unique environment and as such they pose a risk of injury. I understand that baton twirling, color guard, dance and acrobatics and related activities always involve certain risks, including but not limited to, physical injury.

Your child is voluntarily participating in these activities with knowledge of the risk involved, and I hereby agree, on behalf of myself and my child, to accept any and all inherent risks of property damage and personal injury or death.

I further agree to indemnify, defend and hold harmless ARTISPORTS, its directors, officers, employees, teachers, coaches, agents and assigns for any and all claims arising as a result of your child engaging in or receiving instruction in ARTISPORTS' activities, or any activities incidental thereto, whenever, wherever or however the same may occur.

I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Florida and agree that if any portion is held invalid, the remainder of the waiver will continue in full force and effect.

ARTISPORTS recommends a Doctor's physical for participation for your child(ren)'s benefit.

On many occasions, media personnel (newspapers, TV stations, etc.) will visit ARTISPORTS or any event sponsored by ARTISPORTS. They often take pictures or videos of our classes or teams. Signing this release will include giving permission for us to possibly use you or your child(ren)'s picture in promotion and advertising for ARTISPORTS. It is understood that no compensation will be given by ARTISPORTS or by the user of such picture.

I affirm that I am the parent/legal guardian of the child named herein, and I am in agreeance with this Waiver and Release of Liability. I have read this Waiver and Release of Liability and fully understand that by agreeing to same I am giving up, on behalf of myself and my child, legal rights and/or remedies which may be available to me, or my child, for the ordinary negligence of ARTISPORTS, its directors, officers, employees, teachers, coaches, agents and assigns.

I assume full responsibility and liability for any and all expenses connected with an injury and/or illness that is not paid by my insurance company or through military benefits, if the child is entitled to military privileges.

#### **DECLARATION OF COMPETENCY AND INTENT TO BE BOUND**

By initialing this section and signing this WAIVER below, you are signifying that you have read first, then initialed, all sections contained within this agreement. You are further signifying that you are voluntarily agreeing to execute this waiver and release, and that you understand the legal implications and consequence of doing so. If there are any aspects of this agreement with which you do not have a full and complete understanding, you are encouraged to ask or inquire with the Released BEFORE initialing this section or signing this waiver. INITIAL \_\_\_\_\_.

#### **UNCONDITIONAL GENERAL RELEASE FROM LIABILITY**

Your signature below reflects your express assent to be bound to the terms of this agreement. Please carefully review each section again and ensure that you fully understand the implications of this agreement.

**THIS WAIVER AND RELEASE OF LIABILITY DISCLAIMER HAS NO EXPIRATION DATE.**

By signing below, I verify that I have read, reviewed and completed all parts of this Waiver and Release of Liability Disclaimer and know it contains a RELEASE.

Minor Child Name: \_\_\_\_\_ Age: \_\_\_\_\_ Male/Female

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_