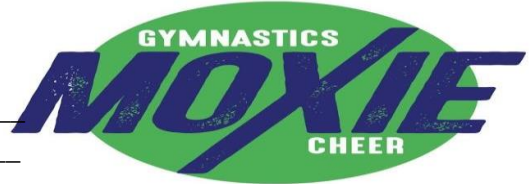


Moxie Gymnastics and Cheer L.L.C Waiver of Liability



Child's Name _____
Parent's Name _____

BY SIGNING BELOW, I acknowledge reading, understanding, and accepting the statements herein.

AGREEMENT TO PARTICIPATE AND LIABILITY WAIVER - I understand gymnastics and cheer and other sports activities involve risk and possible injury, including but not limited to paralysis, death, emotional distress, or damage to myself, to property, or to third parties.

I understand that it is my responsibility as an adult participant or parent not to participate or allow participation if there are any physical, emotional, and behavioral or other problems that might compromise safe involvement. I understand that Moxie Gymnastics & Cheer LLC. does not carry medical insurance for participants and forever release the company, staff, owners, facility, and equipment owners and other related parties from the responsibility or liability for insurance deductibles, medical expenses, and or other damages incurred by my child, myself, or other family members while participating or visiting the facilities, parking area, or traveling to or at a related activity. I expressly agree and promise to accept and assume all of the risks existing in this activity as outlined above.

My participation or my child's participation in this activity is purely voluntary, no person(s) are forcing me or my child to participate and I elect of my own volition to participate or have my child participate with full knowledge of the inherent risks involved.

I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify Moxie Gymnastics & Cheer LLC. From any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with my participation or my child's participation in this activity, including those allegedly attributable to the negligent acts or omissions of Moxie Gymnastics & Cheer LLC. or their staff.

Should Moxie Gymnastics & Cheer LLC. or anyone acting on their behalf, be required for any reason to incur attorney fees and costs to enforce this agreement, I agree to indemnify and reimburse Moxie Gymnastics & Cheer LLC. for such fees and costs.

I understand that injuries can and do occur and that health insurance is a requirement. I certify that I have health, accident, and liability insurance to cover any bodily injury or property damage I or my child may cause or suffer while participating in the sport of gymnastics or cheer or any other activities in or related to Moxie Gymnastics & Cheer LLC. or else I agree to indemnify and reimburse Moxie Gymnastics & Cheer LLC for such fees and costs as incurred.

AUTHORIZATION OF MEDICAL CARE - In case of injury or illness during participation, I authorize and desire medical care for myself or my child at the discretion of the attending physician at the nearest medical facility. I accept responsibility for all associated expenses.

parental presence or participation, I understand and accept the responsibility, and any associated liability, of constantly supervising, controlling, and restricting activities as necessary to assure safety of the children I bring and myself.

PHOTOGRAPHS AND STATEMENTS - I authorize use of my own and my child's visual image and statements in newsletters, posters, and other advertising.

VALID DATES - These agreements, waivers, and authorizations will remain valid and in force as long as and whenever my child, myself, or any family member participates in any activity at or with Moxie Gymnastics & Cheer LLC.

AGREEMENT TO PAY - I understand there are no refunds, credits, or guaranteed make-ups for missed classes due to personal reasons or inclement weather, and I am obligated to pay full tuition once a session begins. I accept the responsibility of paying for any damage to facility and equipment caused by myself or a family member.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found, by a court of law, to have waived my right to maintain a lawsuit against Moxie Gymnastics & Cheer LLC. on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read and fully understand this entire document and I agree to be legally bound by its terms.

Parent Signature _____ **Date** _____