

**The Waiver, Release, Hold Harmless, and Indemnification Agreement
MUST be signed for ANYONE entering the gym area.**

As Consideration for being allowed to enter the gym area and/or Participate in any party and/or program at Oconee Gymnastics & Cheer/Oconee Ninja World (OGC) the undersigned, on his or her behalf, and on the behalf of the Participant(s) identified below, acknowledges, appreciates, understands, and agrees to the following:

1: I am, or represent that I am the parent or legal guardian of the Participant(s) and/or named below or I have obtained permission from the parent/legal guardian of the Participant(s) named below to execute this agreement on their behalf. **2:** I acknowledge and understand that there are known and unknown risks associated with participation in OGC activities and the use of the gym area, inflatables, trampolines, pits and any and all other OGC equipment, including but not limited to Parties and Open Gym, which include but are not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death. **3:** I, for myself, family in attendance and the Participant(s) named, willingly assume the risks associated with participation and accept that there are also risks that may arise due to OTHER PARTICIPANTS which I also willingly assume. **4:** I agree that the Participant(s) named, and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any activity at OGC. **5:** I, for myself, the Participant(s) named, our heirs, assigns, representatives, and next of kin agree to hold harmless, release, waive and indemnify the independent owner of this OGC facility, Oconee Gymnastics LLC, their predecessors, parent, subsidiaries and affiliates, officers, and employees from any and all injuries, liabilities or damages from participation, except for those arising from the gross negligence or willful misconduct of OGC. **6:** I additionally agree to indemnify the independent owner of this OGC facility, their predecessors, parent, subsidiaries and affiliates, officers, and employees for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation, except for those arising from the gross negligence or willful misconduct of OGC. **7:** I am of physical ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion. **8:** I understand that entry, by myself and the participant(s) named, constitutes consent for OGC to use any film, video, or likeness of participants for any purpose whatsoever, without payment to the participant. **9:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. **10:** Any controversy, dispute, or claim arising out of or related to this Agreement shall be within the State of Georgia.

Date of Event _____

Participant's Name _____ DOB _____

Emergency Contact Phone Number _____

Parent/Guardian's Name _____ Signature _____