

CONTRACT OF WAIVER & RELEASE OF LIABILITY

DISCLAIMER: MANDEVILLE SPORTS COMPLEX, INC. IS NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON WHILE PRACTICING, TRAINING, TAKING CLASS, OR COMPETING IN GYMNASTICS OR CHEER OR PARTICIPATING IN KIDS FUN NIGHT, SUMMER CAMP ACTIVITIES, HOLIDAY CAMP ACTIVITIES, SWIM PROGRAMS, BEFORE/AFTER SCHOOL CARE, BIRTHDAY PARTIES, VOLLEYBALL, BASKETBALL, FLAG FOOTBALL OR SPECIAL EVENTS, DEMONSTRATIONS, OR SHOWS, OR IN ANY OTHER WAY INVOLVED IN ACTIVITIES AT MANDEVILLE SPORTS COMPLEX, INC. FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF MANDEVILLE SPORTS COMPLEX, INC. ITS OWNERS, OFFICERS, AGENTS, OR EMPLOYEES.

In consideration of my participation, I hereby release and covenant not-to-sue MANDEVILLE SPORTS COMPLEX, INC. the MANDEVILLE SPORTS COMPLEX, INC. Board of Directors and officers, the MANDEVILLE SPORTS COMPLEX, INC. and any of their employees, teachers, coaches, or agents, from any and all present and future claims resulting from ordinary negligence on the part of MANDEVILLE SPORTS COMPLEX, INC. or others listed for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction in gymnastics, cheerleading or any other activities or any activities incidental thereto, wherever, whenever, however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me, my family, estate, heirs, or assigns.

Further, I am aware that gymnastics and cheerleading are vigorous sporting activities involving height and rotation in a unique environment and as such they pose a risk of injury. I understand that gymnastics, cheerleading, and related activities always involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and that the mats, pits, and other safety equipment and apparatus provided for my protection, including the active participation of a coach or teacher who will spot or assist in the performance of certain skills, may be inadequate to prevent serious injury. The risk of harm may be limited by all of the safety equipment and trained coaches, but never eliminated. I understand that participation in gymnastics and related activities involves activities incidental to active participation in gymnastics, including moving from event to event, conditioning, stretching and other activities which may leave me vulnerable to the reckless actions of other participants who may not have complete control over their actions or who may not see other students in the gym. I am voluntarily participating in this activity with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

I further agree to indemnify and hold harmless MANDEVILLE SPORTS COMPLEX, INC. and all others listed for any and all claims arising as a result of my engaging in or receiving instruction in activities incidental thereto, whenever, wherever, or however the same may occur. If an injury occurs, the party hereby contracts and agrees that their individual medical coverage is deemed primary in any and all situations.

I give permission to MANDEVILLE SPORTS COMPLEX, their officers and staff, to provide medical treatment in case of an emergency or injury.

I further authorize MANDEVILLE SPORTS COMPLEX the irrevocable right to use photographs of my child and myself in all forms, media and manners, without restriction for advertising, promotion, or any other lawful purposes.

I understand that this waiver is intended to be as broad and as inclusive a permitted by the laws of the state of Louisiana and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the state of Louisiana.

I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and or remedies which may be available to me for the ordinary negligence of MANDEVILLE SPORTS COMPLEX, INC. or any person/entity listed above.

Waiver is being signed for Parents/Guardians and Children accompanying them while at MSC

Child(ren) Name(s) (Please Print): _____

Parent/Guardian's Name (Please Print): _____

Child's Date of Birth, School and Grade: _____

Parent/Guardian Signature: _____

Date: _____

Email Address: _____ Revised 1-19-16