## Prestige Athletic Centers, LLC, dba Arizona Prestige Gymnastics & Cheer 3343 W. Greenway Road Phoenix AZ 85053 Phone# 602-548-8252

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

In consideration of participating at **Prestige Athletic Centers LLC**, **dba AZ Prestige Gymnastics & Cheer**, I, the minor's parent or legal guardian represent that I understand the nature of this activity and that the minor \_\_\_\_\_\_\_\_ is in good health and in proper physical condition to participate in such activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue the minor's participation in the activity. I fully understand that this activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by the minor's own actions or inactions, those of others participating in the event, the conditions in which the event takes place, or the actions of the "Releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of the minor's participation in this activity.

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 Activity. I hereby release, discharge, covenant not to sue and agree to indemnify and save and hold harmless each of the Releasees (Prestige Athletic Centers LLC, it's respective administrators, directors, agents, officers, volunteers, employees, other participants, sponsors, advertisers, owners and lessors of premises on which the activity takes place) 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 Release may incur as the result of any such claim.

## Additional acknowledgements:

**PHOTOGRAPHY:** Occasionally pictures or video are taken in the facilities and at events for promotional purposes. Prestige Athletic Centers LLC has my permission to use these images in any flyer, brochure, publication, website or other form of advertising. I understand there will be no compensation in any form for such use.

LOST OR STOLEN ITEMS: Prestige Athletic Centers LLC is not responsible for lost or stolen items. Storage cubbies are available during class or practice time. Each participant is responsible for securing their personal items. A lost and found basket is maintained in the office as a courtesy only. All items not promptly claimed are disposed of or donated. I understand lost or stolen items are not the responsibility of AZ Prestige Gymnastics & Cheer.

MAKE-UP POLICY: Tuition reserves the participant's place in class for the length of a particular session. Prestige Athletic Centers LLC is not responsible for participant attendance, and does not guarantee or owe make up classes. As a courtesy, we allow 2 (two) make up classes per 8 (eight) week session, which must be scheduled with the office prior to attendance. We will not pro-rate or credit forward tuition for missed classes. No make-up class will be permitted without being enrolled in the current session. I understand the make-up policy.

**GYM ACCESS:** Parents/adults should not enter the gym for ANY reason. This is a non-negotiable safety policy. If you need to get your child's attention for ANY reason, see the front desk and we will assist you. I understand the gym access policy.

ATTIRE & JEWELRY: Appropriate athletic attire is required for participation. Appropriate attire should allow for ample freedom of movement. Loose or baggy clothing is not appropriate. Bare feet or athletic shoes are acceptable. Jewelry is not to be worn at any time. I understand and agree my athlete will follow the Attire & Jewelry policy.

**REFUND POLICY:** In exceptional situations, we will apply a credit to your athlete's account. This credit can be applied to future classes or activities. Cash or credit refunds will not be issued. I understand refunds will not be given.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I give up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intent 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, not withstanding, shall continue in full force and effect.

## **Athlete Information**

Today's Date: \_\_\_\_\_

Child Informati	on	]			
First		Last	Gender	Age	Date of Birth
Address			City	State	Zip
Home Phone		Alternate Phone			
Please list any medical conditions we should be aware of					
How did you learn about Arizona Prestige Gymnastics and Cheer?					
Parent Information					
Mom / Dad	First	Last			

Mom / Dad First Last

