

**Prestige Athletic Centers LLC dba Arizona Prestige Gymnastics & Cheer**

**5295 W. Phelps Rd.**

**Glendale AZ 85306**

**Phone# 602-548-8252 Fax# 602-548-8251**

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

In consideration of participating at **Prestige Athletic Centers LLC**, I represent that I understand the nature of this activity and that I am 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 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 my 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 my participation in this activity.

I hereby release, discharge, and covenant not to sue **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, (each considered one of the “Releasees” herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the “Releasees” or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any loss, liability, damage, or cost which may incur as a result of 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 the Releasees.

**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. All make up classes must be scheduled within 3 (three) weeks of the absence. 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:** Only registered participants are permitted beyond lobby doors (whether open or closed) and into the gym. This policy is in effect in both facilities (gymnastics & cheer). I understand that non-registered participants are not to enter the gym area at any time, for any reason and will be instructed to leave the gym area immediately.

**ATTIRE & JEWELRY:** Appropriate athletic attire is required for participation. Appropriate attire would allow for ample freedom of movement. Loose or baggy clothing is not appropriate. Bare feet or cheer 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 athletes 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, notwithstanding, shall continue in full force and effect.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Date

# Adult Participant Information

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

|  |      |                         |       |               |
|--|------|-------------------------|-------|---------------|
| Participant Information  |      |                         |       |               |
| 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       |      |                         |       |               |
| E-Mail   |      |                         |       |               |
| How did you learn about Arizona Prestige Gymnastics and Cheer? |      |                         |       |               |
| Emergency Contact Name   |      | Emergency Contact Phone |       |               |

