

# AIRTIME TRAINING CENTER EVENT PARTICIPANT WAIVER

Child's Name: \_\_\_\_\_ Birthday: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Parent's Names: \_\_\_\_\_ Phone \_\_\_\_\_

## WAIVER, INDEMNIFICATION AGREEMENT, AND CONSENT FORM

In consideration for my child/children being permitted to utilize the facilities and equipment of AIRTIME GYMNASIICS, INC. dba AirTime Training Center ("AirTime"), located at 1025 S. 1950 W. Suite B, Springville, UT, and for my child/children to receive training and instruction in gymnastics, tumbling, trampoline activities and classes, cheerleading, along with academic preschool services, camps, and other activities, (hereinafter collectively referred to as the "AirTime Activities"), I/We execute the following:

I/We, as parent(s) or legal guardian(s) (hereafter "Parent") of \_\_\_\_\_, a minor child/children ("Child"), agree as follows:

1. Parent hereby forever RELEASES AND DISCHARGES AirTime, its officers, directors, agents, employees, instructors, owners, and the owners of the property and equipment used for the AirTime Activities (hereinafter collectively referred to as "Released Parties"), from any and all liabilities, claims, demands, or causes of action that Parent or Child may incur for injuries and damages arising out of Child's participation in the AirTime Activities, including but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES or by hidden, latent, or obvious defects in the equipment or facilities used.
2. Parent understands, acknowledges, and agrees that Parent WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of Child's participation in the AirTime Activities. Parent agrees to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments and costs, including attorney's fees, incurred in connection with any action brought as a result of Child's participation in the AirTime Activities, including but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES, or hidden, latent or obvious defects in the equipment or facilities used.
3. Parent understands and acknowledges that the AirTime Activities are inherently dangerous and risky, and that no amount of care, caution, instruction, or expertise can eliminate the inherent danger or risk, and Parent EXPRESSLY AND VOLUNTARILY ASSUMES ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED TO CHILD WHILE CHILD PARTICIPATES IN THE AIRTIME ACTIVITIES, INCLUDING THE RISK OF NEGLIGENCE OF THE RELEASED PARTIES, or hidden, latent, or obvious defects in the equipment or facilities used.
4. Parent acknowledges that Parent has been advised and recognizes that Child's AirTime Activities are not covered by any personal accident or general liability insurance policy issued to the Released Parties.
5. Parent acknowledges and understands that because of the unavoidable and unpredictable dangers involved in the use of gymnastic and associated equipment related to the AirTime Activities, the Released Parties make no warranty of any kind, expressed or implied, concerning any and all equipment, or facilities provided by the Released Parties. Parent further acknowledges and understands that the gymnastic and associated equipment does not always work in the way expected. Furthermore, Parent understands, acknowledges and agrees that Child's stability and body position can drastically affect the operation of the equipment and facilities.
6. Parent understands, acknowledges and agrees that the facilities and/or equipment provided by the Released Parties are provided without any warranty that they are fit to use for any purpose whatsoever and without any warranty of merchantability. FURTHERMORE, Parent understands, acknowledges and agrees that there is no warranty that the equipment has been assembled free of latent or hidden defects.

7. Parent understands, acknowledges and agrees that because of the nature of the AirTime Activities, it is impossible for an instructor to determine with any degree of certainty that Child has been properly trained to participate in the type of AirTime Activities which he or she is participating in, or that Child has fully grasped and comprehended any instruction presented to Child. Furthermore, it is impossible for an instructor to predict how anyone will react under certain conditions and stresses that are inherent in the AirTime Activities. For that reason, Parent understands, acknowledges and agrees that there are no warranties as to the adequacy of training provided by the Released Parties to Child. Parent understands, acknowledges and agrees that Parent will be required to warrant to the Released Parties that based upon Parent's own evaluation of the training Child has received, Parent believes that Child has been adequately trained and that Child can safely perform the AirTime Activities and cope with the physical demands of AirTime Activities.

8. Parent agrees to never institute any suit or action at law or otherwise, and hereby instruct Parent's heirs, executors, and administrators to never institute any suit or action at law or otherwise against the Released Parties, nor to initiate any nor assist in the prosecution of any claim for damages or cause of action which Parent or Child may have by reason of injury or death to person or property arising from the AirTime Activities.

9. Parent understands, acknowledges and agrees that the terms and conditions of the foregoing WAIVER AND INDEMNIFICATION AGREEMENT shall continue in full force and effect now and in the future at all times during which Child participates, either directly or indirectly, in the AirTime Activities.

10. Parent understands, acknowledges and agrees that if Parent institutes any suit or action at law or equity for any claim for damages or causes of action because of injury or death to Child's person or property due to the AirTime Activities, this WAIVER AND INDEMNIFICATION AGREEMENT can and will be used in court, and that waivers of this type have been upheld in courts in similar circumstances. Parent further understands, acknowledges and agrees that Parent has had the opportunity to review this WAIVER AND INDEMNIFICATION AGREEMENT with an attorney representing Parent and Child, and that Parent executes this agreement freely, under no coercion or duress.

11. In the event any of the above clauses is held to be invalid, unenforceable, or contrary to public policy, that clause shall be severable from the remaining clauses, which shall continue to be in full force and effect.

Medical Release/Consent: Parent understands that given the fact that the AirTime Activities are inherently dangerous, injuries to Child may occur. In the event of any injury, accident or other emergency to Child, Parent hereby authorizes the Released Parties to act on Parent's behalf, in accordance with the Released Parties' respective reasonable judgment, in providing care or other medical treatment to Child, and hereby RELEASES AND FOREVER DISCHARGES the Released Parties from any liability associated therewith. Parent further understands, acknowledges, and agrees that Parent will INDEMNIFY AND HOLD HARMLESS the Released Parties from all claims, judgments and costs, including attorney's fees, incurred in connection with any action brought as a result of administration of such care or medical treatment to Child. Parent hereby understands, acknowledges and agrees that Parent will assume full responsibility, either individually or through Parent's insurance company, for all expenses, medical or otherwise, that may arise as a result of any injury, accident or other emergency sustained by Child during Child's participation in the AirTime Activities, and the medical or other care associated therewith.

I REPRESENT AND STATE THAT I HAVE CAREFULLY READ THIS WAIVER, INDEMNIFICATION AGREEMENT AND CONSENT FORM, AND FULLY UNDERSTANDS ITS CONTENTS. I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER, AND AM LEGALLY COMPETENT TO EXECUTE THIS WAIVER AND INDEMNIFICATION AGREEMENT.

NAME(S) OF PARENTS OR LEGAL GUARDIANS (print): \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_