

WAIVER AND 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, COMPETING, PARTICIPATING IN OPEN GYM, SPECIAL EVENTS, DEMONSTRATIONS, OR SHOWS OR IN ANY OTHER WAY INVOLVED IN GYMNASTICS, CHEERLEADING, PRESCHOOL, OR TEAMS AT MANDEVILLE SPORTS COMPLEX INC. FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF MANDEVILLE SPORTS COMPLEX, INC. IT'S OWNERS, OFFICERS AGENTS, OR EMPLOYEES.

In consideration of 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. Booster Club, 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 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 n 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 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 voluntarily participating in the activity with knowledge of the risks involved and hereby agree to accept any and 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 MANDEVILLE SPORTS COMPLEX, INC. activities incidental thereto, whenever, wherever, or however the same may occur.

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 remedies which may be available to me for the ordinary negligence of MANDEVILLE SPORTS COMPLEX, INC. or any person listed above.

Child's name _____

Parents signature _____

Date _____