



**Waiver and Release of Liability: (FOR TOP TUMBLE)**

- As parent or legal guardian of the student(s) named above, I understand and acknowledge the risks associated with the sport of gymnastics, tumbling, and trampoline, cheerleading and other related activities, as well as using air floors, inflatables, trampolines, or foam pits including paralysis and other catastrophic injury, as well as medical expenses and damages that may result or be associated with the sport of gymnastics, tumbling and trampoline, cheerleading and any related activities as referenced above. This Waiver and Release of Liability applies to Top Tumble, LLC, its board of directors, officers, employees, instructors, agents, representatives, any independent contractors, including any and all instructors, landlords, and its successors and assigns, at all of its business locations where activities are conducted by it including but not limited to the following locations in Lawrence, KS 5150 Clinton Parkway, Lawrence, KS 66047.. This waiver and release of liability shall not cover those situations where loss, injury or damage to the above participant is the result of the intentional and/or reckless conduct by any of the parties included in this waiver and release. The undersigned further agrees to indemnify and save and hold Top Tumble harmless, including all other parties identified above from any liability arising out of the negligent or intentional conduct of participants, parents, family members or parties invited upon the premises by the participant which results in loss, injury or damage to any other party.
- Release Authorization: Without compensation to me or the student(s), I hereby grant to Top Tumble, LLC the absolute right and permission to copyright, publish, and use photographic portraits, pictures, or videos of the myself for use through reasonable promotion of gymnastics and sport conducted by Top Tumble, LLC. I hereby waive any right that I may have to inspect or approve the finished material as long as the matter is within reason and is not deemed to be socially inappropriate for use.
- Medical Release: I hereby authorize and give my consent to Top Tumble, LLC including any of its instructors or other authorized employees to provide emergency medical care and to give authority to any emergency unit, hospital or doctor to render immediate aid that might be required for the treatment of the above named participant(s) in the event of any emergency either on the premises of Top Tumble, LLC or during the course of any sports event involving the participant as a Top Tumble, LLC member and/or non-member.
- Verification and release: As Legal parent, guardian or responsible party of this student, I hereby verify by my signature below that I accept the conditions of the waiver, release and indemnification; and I knowingly with full understanding of the risk involved, assume the risk of participating in the events provided by Top Tumble, LLC.

Acknowledgment: I hereby acknowledge that I have read the entirety of this document and understand that it includes a Waiver and Release of Liability, and that if there is any part of it I did not understand, that prior to signing it, I sought the advice of legal counsel.

Student Name:\_\_\_\_\_ Guardian Name:\_\_\_\_\_

Signature:\_\_\_\_\_ Date:\_\_\_\_\_



**Covid-19 Assumption of Risk: (FOR TOP TUMBLE)**

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

I further acknowledge that Top Tumble has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that Top Tumble can not guarantee that I or my child will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, staff and other students and their families.

I voluntarily seek services provided by Top Tumble and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending my appointment.

I attest that:

\* I/my child, am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.

\* I/my child, have not traveled internationally within the last 14 days.

\* I/my child, have not traveled to a highly impacted area within the United States of America in the last 14 days.

\* I/my child am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold Top Tumble harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the business, or that may otherwise arise in any way in connection with any services received from Top Tumble. I understand that this release discharges Top Tumble from any liability or claim that I, my heirs, or any personal representatives may have against the business with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Top Tumble. This liability waiver and release extends to the business together with all owners, partners, and employees.

Student Name: \_\_\_\_\_ Guardian Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_