

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in cheer, dance, tumbling, gymnastics (activity), and payment of fees, and for other good and valuable consideration, I hereby agree to fully release and discharge from liability arising from negligence FURY ATHLETICS, LLC and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge the cheer, dance tumbling, gymnastics (activity) involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death and property damage. Risks include, but are not limited to, any of the above activities listed (actions that might result in injury); medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation and notify the Releasees.
3. I hereby voluntarily and fully release, waive, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from Releasees negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement or to defend any action or lawsuit, I agree to indemnify and hold them harmless for all such reasonable fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where the Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall still remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during any participation for this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of my claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understand this document and I agree to be bound by its terms.

Signature: _____ Print Name: _____ Date: _____

PARENT OF LEGAL GUARDIAN ADDITIONAL AGREEMENT

(Must be completed for participants under the age of 18)

I/We have read the above and make the same representations and also agree to the same terms, in consideration of \$1.00 and other valuable consideration and for _____ (PRINT minor's name) being permitted to participate in this activity. I further agree to fully release and indemnify and hold harmless Releasees from any and all claims, demands, costs or judgments alleging negligence which are brought by or on behalf of minor or ourselves or are in any way connected with such participation by minor.

Parents or Legal Guardian: _____ Print Name: _____ Date: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Mobile Phone: _____ Email: _____

(If notarization is necessary, please sign and stamp this side of form)