

**FLIPTASTICS GYMNASTICS OF CLEVELAND, INC./CLEVELAND FITNESS
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
("AGREEMENT")**

In participating in the Fliptastics Gymnastics of Cleveland Inc./Cleveland Fitness, I represent that I, my minor child, understand the nature of this Activity and that I, my minor child, am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe for myself or my minor child, I will immediately discontinue or stop myself and/or my minor child in the Activity.

I fully understand that this Activity involves risk of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of the others participating in the event, the conditions in which the event takes place, or the negligence of the "releases" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I or my minor child incur as a result in my participation in this Activity and all future Activities from this day forward.

I hereby release, discharge, and covenant not to sue the Fliptastics Gymnastics of Cleveland, Inc., Cleveland Fitness Studios, Inc, its respective administrators, agents, volunteers, trainers, coaches and employees, other participants, any sponsors, advertisers, other third parties and if applicable, owners and lessors of premises on which any Activity takes place, including but not limited to Arbor Development, LLC, and Whitestone Properties, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my account or my minor child caused or alleged to be caused in whole or in part by the negligence of the "releases" 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 any may incur as the result of such claim.

I further grant to Fliptastics Gymnastics, Inc./Cleveland Fitness Studios, Inc. (CFS/FG), its successors, and assigns, the right to use my, or my minor child's name and likeness and publish photographs and video of myself, or my minor child for training materials, editorials, advertising, websites, social media and any other purpose in connection with the programs in any and all manner and media throughout the world in perpetuity. I expressly release CFS/FG, its agents, employees, trainers, licenses and assigns from and against any and all claims which I have or may have for invasion of privacy, defamation or any other cause of action arising out of production, distribution, broadcast or exhibition of such photographs and video. By initialing here, I am indicating that I do not want photos/videos taken or used publically of me and/or my minor child named above. _____

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be 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 _____

Signature of Parent or Legal Guardian _____

*If under 18 years of age, must print name of participant above and must be signed here by parent or guardian.

Printed Name of Parent or Legal Guardian _____

Date _____