



Learning Ladder Gymnastics Registration Form

Participant's Name: _____ Age: _____ Date of Birth: _____

Participant's Name #2: _____ Age: _____ Date of Birth: _____

Participant's Name #3: _____ Age: _____ Date of Birth: _____

Mother: _____ Phone Number: _____

Father: _____ Phone Number: _____

Address: _____ City: _____ Zip: _____

E-mail(s): _____

Emergency Contact: _____ Phone: _____

Any special medical conditions (mental or physical) or medications we should be aware of, including but not limited to; breathing problems, seizures, allergies, Downs Syndrome, dizzy spells, previous neck or spine injuries or conditions, broken bones, high blood pressure, diabetes, autism, epilepsy, heart condition etc.?

Circle: YES or NO

If yes, please describe: _____

ALL ABOVE CONDITIONS REQUIRE A DOCTORS NOTE claiming your child is fit enough to take "GYMNASTICS"

Any allergies? If yes, please describe: _____

THE ATTACHED RELEASE & WAIVER OF LIABILITY MUST BE COMPLETELY FILLED OUT AND SIGNED FOR EACH PARTICIPANT.

Release & Waiver of Liability, Assumption of Risk, and Indemnity Agreement

The undersigned Participant (referred to as "I" or "me") desires to participate in gymnastics and recreational activities, including without limitation, practicing, training, taking class, participating in special events, demonstrations or shows (the "Activity"), provided by Learning Ladder Gymnastics ("Learning Ladder"). In consideration for participating in this Activity, I agree to all of the terms and conditions set forth in this agreement (this "Agreement").

- ASSUMPTION OF RISK.** I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY, INCLUDING BUT NOT LIMITED TO, BROKEN BONES, DISLOCATIONS, PULLED MUSCLES, SERIOUS NECK AND SPINAL INJURIES, AND DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF LEARNING LADDER. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF LEARNING LADDER OR ITS PROPRIETOR, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, OR OTHERWISE.
- WAIVER AND RELEASE.** I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world ("Claims"), against the Learning Ladder, and its proprietor, officers, directors, employees, agents, affiliates, successors and assigns (collectively, "Releasees"), arising out of or attributable to the Participant's participation in the Activities, whether arising out of the negligence of Learning Ladder or any Releasees or otherwise. I covenant not to make or bring any such claim against Learning Ladder or any other Releasee, and forever release and discharge Learning Ladder and all other Releasees from liability under such claims.
- INDEMNIFICATION.** I shall defend, indemnify and hold harmless Learning Ladder and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the Activities.
- CONSENT TO TRANSPORTATION.** In case of emergency, I understand that I will be transported to a medical facility by the local emergency unit for treatment, if the local emergency resources deem it necessary. Transportation will be at my own expense. In some situations, the staff will need to contact the local emergency resource before the emergency contact can be reached.
- PHOTO & MEDIA RELEASE.** I hereby grant to Learning Ladder the non-exclusive, perpetual right to use my name, image, likeness or voice, and to photograph, record or video me, in connection with my participation in the Activities. Such use may be in any medium, whether now known or hereafter devised, including, but not limited to, advertising and marketing campaigns, press releases, social media, and website use. I hereby waive any right I may have to review, inspect, edit or approve such publication and I release Learning Ladder Gymnastics from any claims I may have against it for use of such images, photographs, pictures, portraits, and audio, video and/or film footage of me.
- GENERAL.** This Agreement constitutes the sole and entire agreement of Learning Ladder and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of Learning Ladder and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Cuyahoga County, Ohio and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS AND OR REMEDIES, INCLUDING THE RIGHT TO SUE LEARNING LADDER GYMNASTICS.

Print Name of Participant: _____

Signature: _____ Date: _____

PARENT OR LEGAL GUARDIAN MUST SIGN IF PARTICIPANT IS UNDER THE AGE OF 18.

This is to certify that I am the parent or legal guardian of the minor Participant named above. I have the Legal right to consent to and, by signing below, I hereby do consent to not only to his/her assumption of risk, waiver, release and indemnification, but also for myself/ourselves, and my/our heirs, personal representatives, administrators, successors and assigns, to waive, release and indemnify Learning Ladder and the Releasees, from any and all Claims incident to my/our child's participation in the Activities, to fullest extent permitted by law.

Print Name of Participant: _____ Print Name of Parent/Legal Guardian: _____

Signature: _____ Date: _____