

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (FOR USE WITH MINOR CHILD)

I am the parent and/or legal guardian of the following named minor child ("Minor") _____ (printed name of Minor). In consideration of the Minor participating in the Gymnastics and/or Tumbling (the "Activity") with Balance Beans (whether the Activity is conducted at a daycare, school or other location or event sponsored by Balance Beans), I hereby acknowledge and represent that I know there are general dangers inherent in the Activity, I am aware of such general dangers inherent in the Activity and I understand them.

In addition, I hereby acknowledge and represent that I am aware of the specific nature of the Activity and that I understand the specific dangers associated with the Activity. Further, I have asked questions about and received answers regarding the Activity so that I know about the general dangers inherent in the Activity and the specific nature of the Activity so that I understand the general dangers inherent in the Activity and those associated with its specific nature.

I am aware of the Minor's experience and capabilities, and hereby acknowledge and represent that the Minor is qualified, in good health, and in proper physical condition to participate in the Activity. I am voluntarily exposing the Minor to the general danger inherent in the Activity and to the dangers associated with the specific nature of the Activity, and I understand that the Minor's participation in the Activity exposes the Minor to the general dangers inherent to the activity and exposes the Minor to the dangers associated with the specific nature of the Activity.

I further acknowledge that if I believe conditions are unsafe for the conduct of and/or the Minor's participation in the Activity, I will immediately discontinue the Minor's participation in the Activity. I am fully aware of and understand that the general dangers inherent in the Activity and the specific nature of the Activity involve the risk of **SERIOUS BODILY INJURY TO THE MINOR, INCLUDING, BUT NOT LIMITED TO, TEMPORARY DISABILITY, PERMANENT DISABILITY, PARALYSIS AND/OR DEATH**, all of which may be caused by the Minor's own actions or inactions, the actions or inactions of others participating in the Activity or events conducted in connection with the Activity, the conditions under which the Activity takes place, or the negligence of the "RELEASEES" named below.

Further, I am aware of and understand that there may be other risks known to and understood by me that are associated with the Activity, which are not readily foreseeable at this time and which may cause **SERIOUS BODILY INJURY TO THE MINOR, INCLUDING, BUT NOT LIMITED TO, TEMPORARY DISABILITY, PERMANENT DISABILITY, PARALYSIS AND DEATH** due to the Minor's

participation in the Activity; and, on behalf of the Minor, I fully accept and assume all such risks and all responsibility for losses, cost, expenses and damages incur on the Minor's account or behalf as a result of the Minor's participation in the Activity. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE AND WAIVE LIABILITY OF Balance Beans, its respective owners, administrators, employees, agents and volunteers, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the Activity takes place, (each considered and defined to be one of the "RELEASEES" herein) from all liability, claims, demands, losses, damages, costs and expenses, incurred on the Minor's account or behalf caused or alleged to be caused in whole or in part by the negligence of the "RELEASSEES" or otherwise, including negligent rescue operations; and, further, agree that if, despite this Release, Waiver of Liability, and Assumption of Risk Agreement, I, the Minor, or anyone acting on my behalf or the Minor's 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, cost or expense, including reasonable attorneys fees, which they or any one of them may incur as the result of such claim.

I have read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Agreement") and understand that I have given up substantial rights, including substantial rights held by or exercisable on behalf of the Minor, by signing this Agreement. I have signed this Agreement freely and without inducement by or assurance of any nature from Balance Beans, and I intend this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that this Agreement shall be governed by the laws of the State of Illinois, and agree that if any portion of this Agreement is held to invalid the balance of this Agreement shall continue in full force and effect.

MARKETING RELEASE: I understand that my child's likeness may be used in Balance Beans ads, promotional videos, website material, or various other marketing. These images will be used for Balance Beans purposes only, and will not be given or sold to outside companies or individuals.

Printed Name of Parent or Guardian:

Signature of Parent or Guardian

Date:
