

ELITE ACADEMY WAIVER AND RELEASE

I am aware that dance, gymnastics and cheerleading are vigorous activities that pose a risk of injury. I understand that dance, gymnastics, cheerleading and other related activities involve certain risks, including, but not limited to, death, serious neck and spinal injuries, and the injury of bones, ligaments, and muscles. I also understand that mats and other safety equipment provided for the protection of my child, including the active participation of a coach or teacher who will spot or assist in the performance of certain skills, may be inadequate to prevent serious injury.

I understand that participation in dance, gymnastics, cheerleading and other related activities involves activities incidental to active participation in the aforementioned activities including moving from event to event, conditioning, stretching and other activities which may leave my child vulnerable to accidental or reckless actions of other participants who may not have complete control over their actions or may not be aware of other students in the facilities. The participation of my child is voluntary with the knowledge of the risks involved and I hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

In consideration of my child's participation at Elite Academy, I hereby release and covenant not to sue Elite Academy, the owners, staff, or other agents from any and all present and future claims resulting from ordinary negligence on the part of Elite Academy or others listed for property damage, personal injury, or wrongful death arising as a result of engaging in or receiving instruction in dance, gymnastics, cheerleading or other activities incidental to my child's participation in the Elite Academy program. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present or past, that may be made by me or others on behalf of me or my child.

I further agree to indemnify and hold harmless Elite Academy and the staff for any and all claims rising as a result of engaging in or receiving instruction in dance, gymnastics, cheerleading or any other activity incidental to my child's participation.

I understand this waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Utah and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect.

In the event of an accident involving my child, I hereby release the staff of Elite Academy to render any first aid to my child, and if deemed necessary, to seek medical assistance, including transportation by a staff member or ambulance to any health care facility or hospital.

I also understand that I must have, and will continue to provide proper hospitalization, health, and accident insurance coverage for my child.

I affirm that I am of legal age and am freely signing this agreement. I have read this form and understand that by signing below, I am giving up legal rights and/or remedies which may be available to me for the

ordinary negligence of Elite Academy or their staff.

Health Insurance Company:

Signature of parent/guardian (DATE)