GREENVILLE GYMNASTICS
RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Account Information

Last Name (Billing Name): _____ Home Phone: _____

Address: _____

City:_____ State:_____ Zip: _____

Contact #1: Name: _____ Cell Phone: _____ Text: Yes No

Contact #1 Relationship: _____ Email: _____

Contact #2: Name: _____ Cell Phone: _____ Text: Yes No

Contact #2 Relationship: _____ Email: _____

Text will only be used in the event of closings due to inclement weather or emergencies.

Participant(s) Information

Participant #1

Last Name:_____ First Name: _____Date of Birth:_____

Sex: _____ T Shirt Size: _____ Allergies: _____

Medications: _____

Disabilities or Special Needs: _____

Participant #2

Last Name:_____ First Name: _____Date of Birth:_____

Sex: _____ T Shirt Size: _____ Allergies: _____

Medications: _____

Disabilities or Special Needs: _____

Participant #3

Last Name:_____ First Name: _____Date of Birth:_____

Sex: _____ T Shirt Size: _____ Allergies: _____

Medications: _____

Disabilities or Special Needs: _____

Emergency Contact Information (*other than parent/guardian—in an emergency, we will attempt to contact parents/guardians first*)

Contact Name: _____ Phone: _____ Relationship: _____

General Rules and Policies

EACH STUDENT MUST HAVE THEIR OWN INSURANCE IN EFFECT. It is the policy of Greenville Gymnastics not to refund tuition fees except in the case of relocation, class cancellation or injury/illness (with Doctor's Excuse). Do not bring or send personal items or jewelry to Greenville Gymnastics. We are not responsible for items lost, stolen or damaged including in parking areas. Students must at all times abide by the safety standards of Greenville Gymnastics. Any abridgement of these standards will be cause for dismissal. Parent or Guardian is responsible for student up to entrance into the activity area with the Instructor and immediately upon release from the Instructor and exit from the activity area. Registration Fees are due upon registration and are good until the next August.

Registration Fees are NON-REFUNDABLE. FEES MUST BE PAID IN ACCORDANCE WITH PRINTED FEE SCHEDULE. STUDENTS MAY NOT ATTEND CLASS UNLESS ALL FEES ARE CURRENT.

Photography Release

The Company periodically takes photographs for advertising and promotional use in print and electronic publications. By my initial and acknowledgement below, my permission is granted to use my or my child's picture or image in any future publications, website and marketing literature, or promotional videos for the Company.

Initial: _____ **OR**

No photographs of me or my child to be used except for internal program use.

Initial: _____

The individual named below (referred to as "**I**" or "**me**") desires to participate in the gymnastics activities and programs (the "**Activity**") provided by EYD Greenville Gymnastics, LLC, a Delaware limited liability company, doing business as "Greenville Gymnastics" (the "**Company**") at and from 1311 Miller Road, Greenville, South Carolina, 29607, 255 Service Bay Road, Mauldin, South Carolina 29662, and any future location where the Company operates and conducts its business (collectively, the "**Premises**"). In consideration of being permitted by the Company to enter the Premises and participate in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this agreement (this "**Release**").

1. **I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I am also aware of the contagious nature of bacterial and viral diseases (collectively, the "Disease") and the risk that I may be exposed to or contract the Disease by being on the Premises and engaging in the Activity, which may result in illness, personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Company employees or others, including negligent emergency response or rescue operations of the Company. I understand that, while the Company has**

implemented measures to reduce the risk of injury from the Activity and the spread of the Disease, the Company cannot guarantee that I will not be injured or become infected with the Disease or other infectious diseases while on the Premises or during my participation in the Activity and that being on the Premises and engaging in the Activity may increase my risk of contracting the Disease. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE PREMISES AND PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS, WHETHER KNOWN OR UNKNOWN, OF ILLNESS, PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

2. **I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company and its officers, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, "Releasees") on account of personal or psychological injury, illness, pain, suffering, temporary or permanent disability, death, property damage, or financial loss arising out of or attributable to my being on the Premises or participating in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise.** I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that South Carolina law does not permit to be released by agreement.

3. I confirm that I am: (a) in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the Activity; and (b) not experiencing symptoms of the Disease (including, without limitation cough, shortness of breath, sore throat, congestion, headache, muscle or body aches, chills, skin abnormalities, or fever), do not have a confirmed or suspected case of the Disease, and have not come in contact in the last 14 days with a person who has been confirmed to have or suspected of having the Disease. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activity and the Disease while on the Premises or participating in the Activity, including, without limitation, requirements related to hand sanitation and safety equipment. I will also follow all instructions, recommendations, and cautions of the Company at all times. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Activity, or I begin experiencing symptoms of the Disease, I will immediately discontinue further participation in the Activity. I acknowledge that the Company is relying on these statements to allow me to participate in the Activity.

4. I shall defend, indemnify, and hold harmless the Company 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 reasonable attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Release and of pursuing any insurance providers, incurred by the Company or any other Releasees, arising out of or resulting from any claim of a third party related to my being on the Premises or participating in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

5. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company and all other Releasees from any claim based on such treatment or other medical services.

6. This Release constitutes the sole and entire agreement of the Company 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 Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Greenville County, South Carolina and I hereby consent to the exclusive jurisdiction of such courts.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY. I ACKNOWLEDGE THAT PRIOR TO SIGNING AND ACKNOWLEDGING THIS AGREEMENT, I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR NAMED ABOVE. I HAVE THE LEGAL RIGHT TO CONSENT AND, BY SIGNING AND ACKNOWLEDGING BELOW, I HEREBY CONSENT AND AGREE TO THE TERMS AND CONDITIONS OF THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK.

_____	_____	_____
Signature	Printed Name	Date