Power & Grace Gymnastics

WAIVER AND RELEASE OF LIABILITY

The undersigned (Participant if over age 18 or Parent/Legal Guardian if under age 18) understands that as a condition to _____ _____ ("**Participant**") participating in the Tumble 4 U, Inc., d/b/a Power & Grace Gymnastics ("**Power & Grace**") training and other activities ("**Activities**"), it is necessary that the Participant and/or Parent/Legal Guardian take full responsibility for any permanent or temporary injuries, extensive and severe bodily injury, paralysis, dismemberment, disability, death or other casualty or damage of any nature whatsoever, known or unknown, which may be suffered in the course of the Activities ("**Damage**") including, but not limited to, Damage caused by the negligence of Power & Grace, its agents, employees or representatives.

Acknowledgment of Risk

In this regard, I, for myself, and on behalf of my heirs, assigns, personal representatives, and next of kin, by my signature below, hereby acknowledge and agree that the Activities involve inherent risk of Damage, and hereby assume and accept, on behalf of the Participant and anyone whom might claim by, under or through the Participant, all risk of Damage to the Participant arising out of the Activities. By my execution of this Waiver and Release, Power & Grace and its employees, agents, officers, directors, affiliated companies and event sponsors are hereby RELEASED AND FOREVER DISCHARGED from any and all claims, losses, liabilities, causes of action, judgments, fines, penalties, right to payment, costs and expenses incurred in connection with any type of Damage arising out of one or more of the Activities. I understand that I am responsible for any costs incurred that are not covered by my insurance.

By execution of this Waiver and Release, I am representing and warranting that:

1. I am the parent and/or legally authorized guardian of the Participant or I am a Participant of the age of majority if executing this Waiver and Release for myself;

2. The Participant is covered with health and accident insurance in sufficient amounts and in such form as to cover the Participant in the event of any Damage arising out of the Activities;

3. The Participant's health and accident insurance shall be primary insurance in the event of Damage;

4. The Participant does not have any condition, disease or injury that would increase the likelihood or magnitude of possible Damage in the course of engaging in the Activities; and

5. I have no reason to believe that the Participant should refrain from engaging in the Activities.

I further agree that should the Participant suffer any injury or condition for any reason which may increase the likelihood or magnitude of possible Damage, I will cause the Participant to refrain from further participation in the Activities until such times as such injury or condition subsides. I accept and acknowledge my responsibility to warn the Participant about the inherent danger of the activities and the importance of observing common safety precautions. I understand and agree that safety precautions do not eliminate the risk involved with the Activities. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual or unnecessary hazard during my presence or participation, I will bring such to the attention of the nearest Power & Grace representative immediately.

Authorization for Medical Care

Power & Grace, its agents, representatives and employees are hereby authorized, but not required, to:

1. Render first aid emergency treatment to the Participant; and
2. Seek medical help including, but not limited to, transporting the Participant to a health care facility or hospital of Power & Grace's choice; or
3. Call an ambulance.

In the event of an emergency, I, by my signature below, hereby authorize Power & Grace, its agents, representatives and employees to admit the Participant to a health care facility or hospital for treatment of the Participant.

General

I understand and agree that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of South Dakota and agree that if any portion is held invalid and unenforceable, the remainder of this Waiver and Release will continue in full force and effect. I further agree that this Waiver and Release shall be interpreted under South Dakota law. I agree that any controversy arising under, out of, in connection with, or relating to Participant's participation in the Activities, shall be determined and settled by arbitration held in Sioux Falls, Minnehaha County, South Dakota, in accordance with the rules of the American Arbitration Association. Any award rendered thereunder shall be final and binding upon all parties and judgment may be entered thereon in any court having jurisdiction. Any advance costs arising from a party's notice to proceed to arbitration shall in the first instance be borne by the party initiating the arbitration, subject to final allocation by the arbitrator. The choice of arbitrator shall be made by the American Arbitration Association and shall be final. Arbitration proceedings may be requested by either party hereto, and either party shall and hereby agrees to, take prompt measures to bring the matter or matters in controversy to arbitration and determination.

I have read this Waiver and Release of Liability Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

State whether or not the Participant is allergic to any medication, food or other allergies:

_____

Health Insurance Company **Policy/Group Number**

_____

(Attach a copy of your insurance card or certificate)

PARTICIPANT (if over 16 years of age):

_____ _____

Date Signed *Signature*

PARENT/GUARDIAN (if Participant is under 18 years of age)

_____ _____

Date Signed *Signature*