

**MINOR WAIVER AND INDEMNITY AGREEMENT**



*Building Hearts of Champions*

Please use the following waiver:

**WHEN YOU HAVE ANY PARTICIPANT WHO IS A MINOR**

\*\* (Parent or Legal Guardian should sign the name of the minor if the minor is not old enough to sign the waiver themselves.) Also have the parental consent portion signed by the parent and/or Legal Guardian. Please make sure the parent also signs this Waiver in addition to the Adult Waiver if the parent is also participating.

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“AGREEMENT”)**

In consideration of participating in the \_\_\_\_\_ (Activity) I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity.

I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the even takes place, or the negligence of the “releases” named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue Flying Chris, Inc. dba Wallers’ GymJam Academy, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASES” herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the “releases” or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releases, I will indemnify, save, and hold harmless each of the Releases from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

_____ Printed name of Parent/or Legal Guardian	_____ Signature of Parent/or Legal Guardian	_____ Today’s Date
_____ Street Address	_____ City	_____ State
_____ E-Mail Address	_____ Phone Number	_____ Date of Birth of Participant

**PARENTAL CONSENT**

And I, the minor’s parent and/or legal guardian, understand the nature of the above referenced activities and the Minor’s experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby Release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releases from all liability, claims, demands, losses or damages on the minor’s account caused of alleged to have been caused in whole or in part by the negligence of the Releases or otherwise, including negligent rescue operation, and further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against any of the above releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost any Release may incur as the result of any such claim.

_____ Printed name of Parent/or Legal Guardian	_____ Signature of Parent/or Legal Guardian	_____ Today’s Date
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**PHOTO RELEASE**

Waller’s GymJam Academy periodically takes photographs and/or video for advertising purposes including but not limited to print ads and website.

I hereby grant GymJam permission to use my likeness (or my minor child) in a photograph in any and all of its publications, including website entries, without payment or any other consideration. I understand and agree that these materials will become the property of GymJam and will not be returned. I hereby irrevocably authorize GymJam to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing the GymJam’s programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my (or my minor child’s) likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph. I hereby hold harmless and release and forever discharge GymJam from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. I am 21 years of age and am competent to contract in my own name and on behalf of my minor child. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

Parent’s Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Child’s Name \_\_\_\_\_