

**ADULT WAIVER AND  
INDEMNITY AGREEMENT**



*Building Hearts of Champions*

Please use the following waiver:

If the Parent\* decides to participate in the same activity as the minor, in any manor (on the floor for any purpose), please make sure the parent also signs this Waiver in addition to the minor waiver. Also use this waiver for **BIRTHDAY PARTIES, MOMMY AND ME'S, OPEN GYM, SLEEP OVERS, and SPECIAL EVENTS** where any adult participation is involved.

\*Parent or Legal Guardian or Sibling or Caregiver or Adult Participant

**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 event 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 Participant	Signature of Participant	Today's Date
_____	_____	_____
Street Address	City	State
_____	_____	_____
E-Mail Address	Phone Number	

**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.

_____	_____	_____
Printed Name of Participant	Signature of Participant	Today's Date

## PAYMENT PROCEDURES AND GUIDELINES

There is an annual registration/insurance fee of \$45 per child, or \$75 for two children, or \$100 for three or more per family due on your anniversary date. The first time registration fee will include a t-shirt.

Tuition is due and must be paid the first class of each month. A \$10 late fee will be due if payment is not received by the 10<sup>th</sup> of the month. A student may be dropped from class if payment and late fee is not received by the 15<sup>th</sup> of the month.

There will be a \$25 charge for any returned (NSF) checks.

20% Family Discount and Multiple Class Discount: When more than one immediate family member is enrolled at the same time and/or when a child is enrolled in more than one class, only the most expensive tuition in your family pays full rate. All lesser tuitions are discounted 20%!

## ABSENCE & MAKE-UPS

Similar to a college class, **your tuition pays for a class spot regardless of attendance.** Therefore, we strongly urge students not to miss their scheduled class if at all possible. Make-ups are a privilege not a policy. Wallers' GymJam Academy, as a courtesy, will offer make-ups when doing so does not jeopardize the safety or integrity of the class. Repeated make-ups make teaching consistency and student/teacher rapport difficult. If your child would like to try to schedule a make-up for a missed class, you may do so at the front desk within 30 days of the missed class. Likewise, if you know you will be missing a class, please notify the office as early as possible in order for someone else to schedule a make-up or trial in your child's spot.

## EXPULSION

A child may be expelled without refund if his/her behavior is abusive to classmates or staff. A child may be expelled for destruction of equipment or the property of others.

I have read and understand the above Procedures and Guidelines of Wallers' GymJam Academy:

Date \_\_\_\_\_

Parent's signature \_\_\_\_\_

## ASSUMPTION OF RISK-INDEMNITY AGREEMENT

This agreement is made in favor of Flying Chris, Inc. dba Wallers' GymJam Academy (hereinafter known as "GymJam"), their respective employees, agents and instructors, to induce them or any of them to permit the undersigned and/or minor children of the undersigned to receive instruction and utilize equipment owned or operated by GymJam in gymnastics or fitness instruction. I recognize that gymnastics, in any form, and the travel associated therewith involved a high degree of risk of personal injury and I assume the risk of all such activities with GymJam. I expressly release and agree to defend and indemnify GymJam, their respective employees, agents and instructors, from any and all claims, demands and liabilities for injury to the undersigned and/or my said activities. It is the intention of this document that the undersigned assumes all risk of injury to the undersigned and the minor children of the undersigned and that parties to whose benefit this agreement insures be free of all liability and damages for any such injuries and be indemnified, defended and held harmless by the undersigned for all risk and damages associated therewith.

Parent's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Child's Name \_\_\_\_\_

## PERMISSION TO TREAT

I fully understand GymJam staff members are not physicians or medical practitioners of any kind. With the above in mind, I hereby release the GymJam staff to render temporary first aid to my child or children in the event of injury or illness, and if deemed necessary by GymJam staff to call our doctor and seek medical help, including transportation by GymJam member or its representatives, whether paid or volunteer, to any health care facility or hospital, or calling of an ambulance for said child should GymJam staff deem this necessary.

I have read, understand and concur with the above.

Parent's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Child's Name \_\_\_\_\_

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Parent's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Child's Name \_\_\_\_\_