

**MONARCHS NATIONAL GYMNASTICS TRAINING CENTER, L.L.C.
BMOD FITNESS & THERAPEUTIC SERVICES, CORP.
RELEASE AND WIAVER OF LIABILITY AND INDEMNITY AGREEMENT**

FOR AND IN CONSIDERATION of being permitted to utilize the facilities, services and programs of Monarchs National Gymnastics Training Center, L.L.C. and or BMod Fitness & Therapeutic Services, Corp. (or for such children identified below to so participate) for any purpose, including, but not limited to observation, use of the facilities or equipment, or receiving instruction, training, or supervision, participation in any onsite or off-site program with, on behalf of, or affiliated with Monarchs National Gymnastics Training Center L.L.C. and/or BMod Fitness & Therapeutic Services, Corp. (hereafter Monarchs Gymnastics/BMod Fitness) or travel to and from any off-site program, THE UNDERSIGNED, for himself or herself as parent or guardian of **any such children** and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating, will inspect and carefully consider such premises and facilities and/or the program. It is further warranted that such entry into the Monarchs Gymnastics premises for observation or use of any facilities or equipment or participation in any program constitutes an acknowledgment that such premises, all facilities and equipment thereon, and such programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or participation by the undersigned and such children and assumes the risks arising from the conditions of the premises, equipment and/or program.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER MONARCHS GYMNASTICS/BMOD FITNESS FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION, USE OF FACILITIES OR EQUIPMENT, RECEIVING INSTRUCTION OR TRAINING, OR PARTICIPATING IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH MONARCHS GYMNASTICS/BMOD FITNESS, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE MONARCHS GYMNASTICS/BMOD FITNESS, its directors, officers, employees, coaches, volunteers and agents (hereinafter referred to as "releasees") from all liability to the undersigned and participating children and all their personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or such children **whether caused by the negligence of the releasees or otherwise** while the undersigned, **or participating children** are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Monarchs Gymnastics/BMod Fitness, including, but not limited to gymnastics, tumbling, cheerleading, birthday parties and Open Gym night. In consideration of accepting the registration and permitting the voluntary participation of the above-named participant in its programs, **for myself and on behalf of the participant, I hereby release, discharge and agree to hold harmless Monarchs Gymnastics/BMod Fitness**, its employees, volunteers, officials, sponsors, and the agents, employees, officers, and directors of said persons or entities **from any and all claims, demands, costs, expenses, and compensation arising out of or in any way related to any injury or damage that may result** to said participant or to members of my family or my household or individuals I invite or for whom I am otherwise responsible while participating in or present at any Monarchs Gymnastics/BMod Fitness-sponsored event, **including any physical or other injury or death caused by the negligence of any person or entity described above.**

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them, from any loss, liability, damage, or cost they may incur due to the presence of the undersigned or such children in, about or upon the premises of Monarchs Gymnastics/BMod Fitness or in any way observing, or using the facilities, or equipment thereon, or participating in any program affiliated with Monarchs Gymnastics/BMod Fitness **whether caused by the negligence of releasees or otherwise.**

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned and such children due to the negligence of releasees or otherwise while in, about or on the premises of Monarchs Gymnastics/BMod Fitness and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with Monarchs Gymnastics/BMod Fitness. The UNDERSIGNED, for myself and on behalf of such children, our heirs, assigns and next of kin, acknowledge that participation in gymnastics, tumbling, and cheerleading necessarily involves height and rotation, contact with equipment with considerable force, and risk of severe, permanent physical injury including bruises, scrapes, strained, sprained or torn muscles, tendons or ligaments, broken bones, dislocation of joints, concussion, brain damage, nerve and spinal cord injury, paralysis and death. For myself, and on behalf of such children, our heirs, assigns and next of kin, we willingly and voluntarily accept and assume all such risk.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

LIABILITY AND INDEMNITY AGREEMENT, AND FURTHER AGREES THAT NO ORAL MODIFICATIONS, REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I HAVE READ THIS RELEASE.

Date: _____

Signature of Adult Participant or Parent

Name of Child in Program