

The Playground Gym Waiver of Liability

(Please Complete One Form for Each Participating Child)

Parent's Name _____

Child's Name _____

As the parent/legal guardian, or adult entrusted to care, of a gym participant, I recognize that possible injury, including but not limited to paralysis, death, emotional distress, monetary loss, or other damage to myself, to property, or to third parties can occur in sports or activities involving height or motion, including but not limited to, gymnastics, tumbling, martial arts, rock climbing, ball sports, dancing and general exercise (hereinafter referred to as the "Program"). Being fully aware of these dangers, I voluntarily consent to my child participating in the Program and any and all Inchworm, LLC, dba "The Playground Gym" activities and I accept all risks associated with that participation.

I also certify that my child has received a physical examination by a licensed physician and has been found to be physically capable of participating in the Program. I further certify that I have advised Inchworm, LLC dba "The Playground Gym" staff in writing of any special needs of my child or any activities from which my child should be restricted.

In consideration for allowing my child to use these facilities and participate in the Program, I, on my own behalf and the behalf of my child and his/her respective heirs, administrators, executors and successors, hereby covenant not to sue and forever release Inchworm, LLC and The Playground Gym, its officers, directors, shareholders, employees, agents and other related parties from the responsibility or liability for any and all claims, demands, losses or damages on account of injury, including but not limited to bodily injury, death, loss of income or damage to property, arising out participation in the Program or related activities, whether on The Playground Gym's facility or elsewhere. I expressly agree and promise to accept and assume all of the risks existing in these activities as outlined above on behalf of myself and my child.

I further agree to indemnify and hold harmless Inchworm, LLC and The Playground Gym, its officers, directors, shareholders, employees, agents and other related parties from any claim or demand on account of injury or damage suffered as a result of participation in the Program and related activities.

I understand that this Waiver of Liability includes, but is not limited to, damages which are caused, or alleged to be caused, in whole or in part, by the negligence of Inchworm, LLC and The Playground Gym, its officers, directors, shareholders, employees, agents and other related parties.

Authorization of Medical Care - In case of injury or illness during participation, I would like my child to receive reasonably appropriate emergency medical care, including hospital care if necessary, and I hold Inchworm, LLC, dba "The Playground Gym," and its representatives harmless in their execution of this action. Additionally, I hereby agree to individually provide for all possible medical expenses that may be incurred by my child as a result of any injury sustained while participating in the Program or other activities at The Playground Gym.

Parent Responsibility to Supervise - When I visit The Playground Gym, or am involved in any related activity involving parental presence or participation, I understand and accept the responsibility, and any associated liability, of constantly supervising, controlling, and restricting activities as necessary to assure the safety of myself and any children I bring to The Playground Gym facility.

Photographs and Statements - I authorize use of my own and my child's visual image and statements in newsletters, posters, and other advertising.

Valid Dates - These agreements, waivers, and authorizations will remain valid and in force as long as and whenever my child, myself, or any family member participates in any activity at The Playground Gym facility.

Agreement to Pay - I understand there are no refunds, credits, or guaranteed make-ups for missed classes due to personal reasons or inclement weather, and I am obligated to pay full tuition once a session begins. I accept the responsibility of paying for any damage to facility and equipment caused by myself or a family member.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my or my child's participation in the Program or related activities, I may be found, by a court of law, to have waived my right to maintain a lawsuit against Inchworm, LLC and/or The Playground Gym on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read and fully understand this entire document and I agree to be legally bound by its terms.

Parent Signature _____

Date _____

Emergency Contact Phone _____

Email _____