

Cannon's Acrobatic & Tumbling Studio
5033 Pentecost Drive, Unit C
Modesto, CA 95356

AGREEMENT TO PARTICIPATE AND WAIVER OF LIABILITY

Parent's Name: _____ **Date:** _____
Student's Name: _____ **DOB:** _____
Home Address: _____
City: _____ **State:** _____ **Zip:** _____ **Home Phone:** _____
Work Phone: _____ **Cell Phone:** _____
Alternate Emergency Contact: _____

By submitting this form, the Parent, on behalf of him/herself, the student and any other person with any legal interest in, authority over, or authority to act on behalf of the Student or who otherwise has the ability to act on behalf of Student, understands and expressly agrees to all of the following:

1. The Student is advised to obtain a medical examination from a licensed physician prior to completing and returning this Agreement and Waiver of Liability. The Student's failure to obtain such an examination shall in no way impact the effectiveness of this Agreement. By completing and returning this waiver, the Parent warrants and represents: (a) that the Student is physically fit to fully participate in the tumbling and acrobatic activities offered by Cannon's Acrobatic and Tumbling Studio ("Cannon"); (b) that the Student has no known medical, mental or physical condition causing the Student to be unfit to fully participate in the tumbling and acrobatic activities offered by Cannon; and (c) that the Parent will not allow the Student to participate in any tumbling and acrobatic activities offered by Cannon when the Student is ill, injured or otherwise not physically or mentally fit to fully participate in the activities.

2. All classes offered by Cannon will expose Student to dangerous activities and the risk of serious injury, including death. Specifically, the nature of the training, classes, performances and competitions in which Student may participate could lead to serious and permanent injuries and/or disabilities, including, but not limited to neck and spinal injuries resulting in complete or partial paralysis, brain damage, injury to or breakage of bones, injury to joints, muscles and organs, and even death. While Cannon's instructors will do their best to implement safety precautions to avoid any injury to the Student, Cannon shall not be responsible, in any way, for any injury to Student, regardless of the cause of the injury. While participating in activities, Student will be also be exposed to serious injuries, including death, result from use of the equipment, including those that result from lack of proper padding or other safety measures, breakage of straps, harnesses or beams, springs, and other equipment deficiencies, failure or malfunctions. Since Cannon does not manufacture or repair the equipment, Cannon shall not be held liable for any issues with the equipment, including defects, malfunctions and/or breakage.

3. Parent understands that Cannon's owners, instructors, employees, agents, representatives, officers, directors, shareholders, affiliates, independent contractors are NOT licensed medical practitioners and are not authorized to perform any medical treatment.

4. Parent freely, voluntarily, irrevocably and unconditionally assumes all risks of any and all injuries, including death, to the Student and expressly agrees to waive any and all rights, claims, demands, causes of action, losses, expenses, damages, liabilities and judgments of any kind or nature, in law and in equity, whether known or unknown, suspected or unsuspected, as against Cannon and all of its owners, instructors, employees, agents, representatives, officers, directors, shareholders, affiliates, independent contractors and any other person or entity acting on Cannon's behalf, that may arise out of or relate to the Student's participation in any Cannon training, class, performance, competition, or any other Cannon-related activity, and the Student's use of any and all equipment, including, but not limited to, crash mats, take off boards, tumble tracks, gymnastics mats, and all other Cannon equipment (collectively, "Cannon Activity"). If Parent has a concern about the Student's participation in, or use of any of the foregoing, Parent shall immediately notify Cannon verbally and in writing, and will not permit the Student to participate until Parent's concern has been resolved. Cannon will assess whether, in Cannon's opinion, it is appropriate to modify the Student's participation and/or terminate Student's participation. Regardless of Cannon's determination, Parent should not permit the Student to participate if Parent continues to have any concerns.

5. Parent agrees to indemnify, defend and hold Cannon, and all of its owners, instructors, employees, agents, representatives, officers, directors, shareholders, affiliates, independent contractors, harmless of and from any and all claims, demands, causes of action, losses, expenses, damages, liabilities and judgments of any kind or nature, in law and in equity, whether known or unknown, suspected or unsuspected, that may arise out of or relate to the Student's participation in any Cannon training, class, performance, competition, or any other Cannon Activity.

6. By signing below, Parent expressly acknowledges that s/he is voluntarily agreeing to permit Student to participate in Cannon Activities with full knowledge and understanding of the potential risks to Student and with full knowledge and understanding that Parent is giving up legal rights and/or remedies that may be available to Student and/or Parent.

7. By signing below, Parent also consents to permit Cannon to take photos and/or videos of the Student for purposes of documenting Cannon Activities, and to allow Cannon to publish (i.e. post) photos and/or videos of the Student on social media.

8. Any dispute related to this Agreement to Participate and Waiver of Liability shall be decided under the laws of the State of California, in Stanislaus County, California.

Signature: _____