

Provider: Abbey Prihoda, DBA A P Dance Dimensions, Fall 2014

Gymnastics Liability, Safety, and Waiver

Client Parent/Legal Guardian(s) Names: _____

Student Name: _____

Relationship to Student: _____

Waiver of Liability, Indemnity Agreement, and Assumption of Risk

Wavier: In consideration of permission to use, today and on all future dates the property, APDD Gymnastics facilities and equipment, and services of A P Dance Dimensions and provider I, on behalf of myself, my heirs, personal representatives, or assigns, do hereby release, waive, discharge, and covenant to not sue, A P Dance Dimensions, its principles, its directors, officers, employees, volunteers, independent contractors, and agents from liability from any and all claims arising from the ordinary negligence of provider or any of the aforementioned parties. This agreement applies to 1) personal injury (including death) from accidents or illnesses arising from the participation in gymnastics, tumbling, strength training, stretching activities including but not limited to, organized activities, classes, observation, and individual use of facilities, premises, or equipment: and to 2) any and all claims resulting from damage to, loss of, theft of property.

Indemnification and Hold Harmless: I agree to HOLD HARMLESS AND INDEMNIFY Abbey Prihoda, A P Dance Dimensions, Contest Team Directors and Teachers, Gymnastics Coaches, Volunteers and Staff from all claims resulting from negligence and to reimburse them for any expenses incurred by Abbey Prihoda, A P Dance Dimensions, Contest Team Directors and Teachers, Gymnastics Coaches, Volunteers and Staff in investigating and defending a claim or suit if my claim is withdrawn, or to the extent a court or arbitration determines that Abbey Prihoda, A P Dance Dimensions, Contest Team Directors and Teachers, Gymnastics Coaches, Volunteers and Staff is not responsible for the injury or loss.

Severability and Venue: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be in Grimes County, Texas.

Acknowledgement of Understanding: I have read this waiver of liability and indemnification agreement and fully understand its terms. I understand that I am knowingly and voluntarily giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by the law of the State of Texas.

Attendance/Tuition Policy: Being a part of APDD Gymnastics is a twice a week commitment. Attendance is very important so that students do not fall behind and are able to succeed at the correct rate. Tuition is due every month upon signing up, regardless of attendance. If you choose to miss, your tuition will still be due. After a child has quit for the year, we will not be accept their registration for classes until the next school year!

I, _____ the parent/legal guardian of _____, have read and agree to all of the policies, terms and conditions published by A P Dance Dimensions, including but not limited to semester fees, due dates, refund policies, rules, and Director decisions.

Signature of Parent/Legal Guardian

Date

Printed Name