

# EVO Athletics Liability & Photo Waiver

I \_\_\_\_\_ hereby acknowledge that I am the parent/legal guardian of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, who is/are a minor(s) under the age of eighteen ("Minor Child/Children"). In consideration for the benefits to be derived from MY OWN PARTICIPATION as well as my minor child(ren)'s participation in one or many activities, camps, after school programs and/or athletic activity, I, on behalf of myself and my minor(s), hereby acknowledge the following:

- (1) I am aware that all athletics activities involve risk, and that some are contact sports;
- (2) I am aware that playing or practicing in any athletic activity will be a dangerous activity involving MANY RISKS OF INJURY; and
- (3) I UNDERSTAND THAT THE DANGERS AND RISKS OF PLAYING OR PRACTICING GYMNASTICS, CHEERLEADING, VOLLEYBALL, NINJA WARRIOR COURSES, PARKOUR AND OTHER SPORTING ACTIVITIES INCLUDED, BUT ARE NOT LIMITED TO DEATH, SERIOUS NECK AND SPINAL INJURIES, WHICH MAY RESULT IN COMPLETE OR PARTIAL PARALYSIS, BRAIN DAMAGE, SERIOUS INJURY TO VIRTUALLY ALL INTERNAL ORGANS, BONES, JOINTS, LIGAMENTS, MUSCLES, TENDONS, AND OTHER ASPECTS OF THE MUSCULAR SKELETAL SYSTEM AND SERIOUS INJURY OR IMPAIRMENT TO OTHER ASPECTS OF MY BODY AND MY MINOR CHILD'S /CHILDREN'S BODY, GENERAL HEALTH, AND WELL-BEING. On behalf of myself and my Minor Child's/Children's, I further understand and acknowledge that the dangers and risks of playing or practicing gymnastics, cheerleading, ninja warrior, parkour, volleyball and any sport may result not only in injury, but serious impairment of my future abilities and that of my Minor Child's/Children's future abilities to earn a living, to engage in other business, social, and recreational activities, and generally to enjoy life. Because of the danger of participating in the above sport, I, both on my own behalf and on behalf of my Minor Child(ren), acknowledge and understand the importance of following policies, rules and regulations established by EVO Athletics. I and My Minor Child(ren) hereby agrees to obey such rules, regulations, and instructions. I further acknowledge that I and my minor child(ren) is/are in good physical condition and do not know of any condition or reason that I nor my Minor Child(ren) should not participate in gymnastics, cheerleading, ninja warrior, volleyball, parkour or any other program offered by EVO Athletics, LLC.

This waiver and release of liability includes, without limitation, all damages or injuries which may occur as a result of: (a) my and my Minor Child(ren)'s use of all amenities and equipment in the facility and his or her participation in any activity; (b) the sudden and unforeseen malfunctioning of any equipment; (c) any instruction, training, supervision, or dietary recommendations; and (d) slipping and/or falling while in the facility, or on the premises, INCLUDING ALL DAMAGES OR INJURIES RESULTING FROM ACTS OF PASSIVE OR ACTIVE NEGLIGENCE ON THE PART OF EVO ATHLETICS, LLC, ITS OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR AGENTS.

I RECOGNIZE AND ACKNOWLEDGE THAT EVO ATHLETICS, LLC. DOES NOT CARRY ANY TYPE OF ACCIDENT OR HEALTH INSURANCE POLICY ON THE PARTICIPANTS IN SPORTING ACTIVITIES. I ALSO REALIZE THAT SPORTS INJURIES CAN BE CATASTROPHIC FOR THOSE WITHOUT PROPER MEDICAL COVERAGE.

On behalf of myself and my Minor Child(ren), I HEREBY RECOGNIZE AND ASSUME ALL THE RISKS ASSOCIATED WITH MYSELF AND MY MINORS/CHILD(REN) PLAYING OR PRACTICING GYMNASTICS, CHEERLEADING, VOLLEYBALL AND NINJA WARRIOR COURSES, PARKOUR AND OTHER SPORTING ACTIVITIES AND RELEASE EVO ATHLETICS, LLC AND THEIR RESPECTIVE EMPLOYEES, AGENT REPRESENTATIVES, OFFICERS, AND VOLUNTEERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, CLAIMS, DEMANDS, COSTS, AND EXPENSES, INCLUDING ATTORNEY'S FEES, OR DEMANDS OF ANY KIND OF NATURE WHATSOEVER WHICH MAY ARISE OR IN CONNECTION WITH MY PARTICIPATION AND MY MINOR CHILD'S/CHILDREN'S PARTICIPATION IN ANY ACTIVITIES RELATED TO GYMNASTICS, CHEERLEADING, VOLLEYBALL, NINJA WARRIOR COURSES PARKOUR AND OTHER SPORTING ACTIVITIES AND PROGRAMS OFFERD BY EVO ATHLETICS, LLC.. The terms hereof serve as a release and assumption of risk for myself and on behalf of my Minor Child(ren), as well as our respective heirs, estates, executors, administrators, and assignees.

Photography Release (This is for the purpose of marketing as well as social media). By my signature, I hereby give permission for myself and my child(ren) to be photographed by a representative of EVO Athletics during events, classes, and special activities at EVO Athletics, and I give my permission for those photographs to be used, without restriction as to changes or alterations, for advertising, promotion, exhibition, or any other lawful purposes, including social media. I waive any right to inspect or approve the photograph(s) that may be used now or in the future, whether that use is known or unknown to me, and I acknowledge that I understand that there will not be any compensation arising from the use of the photograph(s). I further understand that photos or videos taken by me or child(ren) on EVO Athletics Property may not be used for commercial purposes, nor copyrighted or otherwise made unavailable for use by EVO Athletics, LLC.. EVO Athletics reserves the right to request copies of all photos or videos captured by me or my child(ren) and further reserves the right to use said content for purposes described above.

In signing this agreement, I acknowledge and represent that I have read and understand it; that I sign it voluntarily and for full and adequate consideration, fully intending to be bound by the same; and that I am at least eighteen (18) years of age and fully competent.

\_\_\_\_\_  
Signature (Parent / Guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name (Parent / Guardian)

\_\_\_\_\_  
Driver's License Number  
(required proof of age)

\_\_\_\_\_  
State Drivers License is Issued