



Rhythms Family of Companies

Duncan, SC | 864-249-6333

Waiver Form

Waiver, Release, Hold Harmless, and Indemnification Agreement

As Consideration for being allowed to enter Rhythms Tumbling and Gymnastics Center LLC, Rhythms Jump Start LLC, and/or Rhythms Dance Company LLC, and/or Participate in any party and/or program at the facility(s) undersigned, on his or her behalf, and on the behalf of the Participant(s) identified below, acknowledges, appreciates, understands, and agrees to the following:

1. I represent that I am the parent or legal guardian of the person(s) named below or I have obtained permission from the parent/legal guardian of the person(s) named below to execute this agreement on their behalf:

Child's Name: _____ Date of Birth: _____

Child's Name: _____ Date of Birth: _____

Child's Name: _____ Date of Birth: _____

Child's Name: _____ Date of Birth: _____

2. I acknowledge and understand that there are known and unknown risks associated with participation in the activities and the use of the gym area, Jump Start facilities, and Rhythms Dance facilities, inflatable equipment, and any and all other equipment and the facilities, including but not limited to Birthday Parties, Parents' Night Out Events, Fun Gym Events, Trial Classes, etc., which include but are not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death.
3. I, for myself and the Person(s) named, willingly assume the risks associated with participation and accept that there are also risks that may arise due to OTHER PERSONS/PARTICIPANTS which I also willingly assume.
4. I agree that the Person(s) named, and I shall comply with all stated and customary terms, posted safety signs, rules, and VERBAL instructions as conditions for participation in any event at Rhythms Tumbling and Gymnastics Center LLC, Rhythms Jump Start LLC, and/or Rhythms Dance Company LLC.
5. I, for myself, the Persons(s) named, our heirs, assigns, representatives, and next of kin agree to hold harmless, release, waive and indemnify the independent owner of this Rhythms Tumbling and Gymnastics Center LLC, Rhythms Jump Start LLC, and/or Rhythms Dance Company LLC facility, their predecessors, parent, subsidiaries and affiliates, officers, and employees from any and all injuries, liabilities or damages from participation, including negligence or willful misconduct of Rhythms Tumbling and Gymnastics Center LLC, Rhythms Jump Start LLC, and/or Rhythms Dance Company LLC.
6. I additionally agree to indemnify the independent owner of this Rhythms Tumbling and Gymnastics Center LLC, Rhythms Jump Start LLC, and/or Rhythms Dance Company LLC their predecessors, parent, subsidiaries and affiliates, officers, and employees for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation, including those arising from the negligence or willful misconduct of Rhythms Tumbling and Gymnastics Center LLC, Rhythms Jump Start LLC, and/or Rhythms Dance Company LLC.
7. I am of physical ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion.
8. I understand that entry, by myself and the person(s) named, constitutes consent for Rhythms Tumbling and Gymnastics Center LLC, Rhythms Jump Start LLC, and/or Rhythms Dance Company LLC to use any film, video, or likeness of participants for any purpose whatsoever, without payment to the participant.
9. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
10. Any controversy, dispute, or claim arising out of or related to this Agreement, which the parties are unable to resolve by mutual agreement, shall be settled exclusively in Spartanburg, SC.
11. During Fun Gym, Coaches will be present to instruct but WILL NOT be individually spotting tumbling or gymnastics.

Special Event Waiver Form
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Medical Release/Liability Waiver: In the event you are unable to reach me, in case of accident or injury, I give my permission for treatment as deemed necessary by staff, medical professionals, or emergency personnel. I also release Rhythms Tumbling and Gymnastics Center, LLC, Rhythms Jump Start LLC, and/or Rhythms Dance Company LLC, its affiliates, and its staff of liability in case of injury or accident. I understand that in the event of an injury, Rhythms Tumbling and Gymnastics Center LLC, Rhythms Jump Start LLC, and/or Rhythms Dance Company LLC is not responsible or liable in any circumstance. In consideration for me and/or my child(ren) I hereby, for myself and my child(ren) and our respective heirs and successors, promise not to sue and forever release Rhythms Tumbling and Gymnastics Center LLC, Rhythms Jump Start LLC, and/or Rhythms Dance Company LLC, and its entities and their respective officers, directors, coaches, employees, contractors, and volunteers from all liability resulting from damages or injuries incurred as a result of participation including those resulting from acts of negligence. In the event you are unable to reach me, in case of accident or injury, I give my permission for treatment as deemed necessary by staff, medical professionals, or emergency personnel. I also release Rhythms Tumbling and Gymnastics Center LLC, Rhythms Jump Start LLC, and/or Rhythms Dance Company LLC, and its affiliates, and its staff of liability in case of injury or accident.

Insurance: Rhythms Tumbling and Gymnastics Center, LLC, Rhythms Jump Start LLC, and/or Rhythms Dance Company LLC does not carry medical insurance for its students. It is required that all students be covered by their own family medical insurance policies and if injury occurs it is understood that the student's own policy is your only source of reimbursement. Rhythms Tumbling and Gymnastics Center LLC, Rhythms Jump Start LLC, and/or Rhythms Dance Company LLC, or its affiliates are not responsible or liable under any circumstance.

Media/Social Media Waiver: Students of Rhythms Tumbling and Gymnastics Center LLC, Rhythms Jump Start LLC, and/or Rhythms Dance Company LLC, automatically grant permission to Rhythms Tumbling and Gymnastics Center, LLC, Rhythms Jump Start LLC, and/or Rhythms Dance Company LLC, and their affiliates to use their photos and videos for advertising and publicity purposes, inclusive of print advertising, social media postings, educational videos, television, videotaping, or film broadcast in connection with promotional campaigns.

I have read all policies including the Medical Release, Liability Waiver, Insurance Waiver, and the Social Media Waiver.

I fully understand and will abide by these policies.

You also grant permission to contact the emergency contact listed below, should we be unable to contact you.

Parent/Guardian Signature

Date

Parent/Guardian Contact Information:

Name: _____

Phone Number: _____

Email Address: _____

Emergency Contact (other than person listed above):

Name: _____

Phone Number: _____

Relationship to Child(ren): _____