

# GYMNASTIQUE International

3494 Durahart St. • Riverside, CA 92507

## Release and Waiver of Liability and Indemnity Agreement

In consideration of being permitted to enter *GYMNASTIQUE* for any purpose, including, but not limited to observation, use of facilities or equipment, or participation in any way, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he/she has, or immediately upon entering will respect such premises and facilities. It is further warranted that such entry into *GYMNASTIQUE* for observation, participation or use of any facilities or equipment constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and that the undersigned find and accepts same as being safe and reasonably suited for the purposes of observation or use.

IF FURTHER CONSIDERATION FO BEING PERMITTED TO ENTER *GYMNASTIQUE* FOR AN PURPOSE INCLUDING BUT NOT LIMITED TO OBSERVATION, USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY WAY THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED hereby releases, waives, discharges and covenants not to sue *GYMNASTIQUE*, its directors, officers, owners, employees, and agents (hereinafter referred to as “releases”) from all liability to the undersigned, his/her personal representatives, heirs and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned is in, upon, or about the premises of any facilities or equipment therein.
2. THE UNDERSIGNED hereby agrees to indemnify and save and hold harmless the releases and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the *GYMNASTIQUE* premises or in any way observing or using any facilities or equipment of *GYMNASTIQUE* whether caused by the negligence of the releases or otherwise.
3. THE UNDERSIGNED hereby assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of the releases or otherwise while in, about or upon the premises of *GYMNASTIQUE* and or while using the premises or any facilities or equipment hereon.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASES, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

E-mail Address \_\_\_\_\_ Phone \_\_\_\_\_

Print Name \_\_\_\_\_