



RELEASE & WAIVER OF LIABILITY AGREEMENT



1. Definitions

- A. "Activity" or "Activities" means any activity offered by Released Parties, including but not limited to: Tumbling, conditioning, strength training, fitness programs, competitions, games, transportation, etc.
- B. "Agreement" means this "Release of Liability, Waiver of Claims, Warning, Assumption of Risk and Indemnity Agreement." "Minor" or "Minor Participant" means the minor(s) participant(s) named below.
- C. "Releasers" means all participants signing this Agreement, as well as all participants on behalf of whom any signatory below is signing this Agreement, including without limitation, Minor Participants. Releasers collectively includes without limitation "you", "I", and "me" as used in this Agreement.
- D. "Released Parties" means Mile High Tumbling 5280, its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns.

- 2. **I UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL REVOKED IN WRITING BY ME OR BY THE RELEASORS AND SIGNED BY AN AUTHORIZED SIGNATORY OF RELEASED PARTIES. THIS AGREEMENT CANNOT BE MODIFIED. I UNDERSTAND THAT THIS AGREEMENT WILL APPLY EVERY TIME I OR ANY RELEASOR ENGAGES IN AN ACTIVITY WITHOUT REQUIRING ME TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY AND/OR EACH ACTIVITY.**
- 3. **I understand and accept that the Activities are HAZARDOUS and involve risks of physical injury that may include death. By signing below, I expressly agree to accept all dangers and risks associated with the Activities, including those risks that are not expressly listed in this Agreement, and including those risks that are both known and unknown to me, whether or not they are inherent risks. RECOGNIZING AND ACCEPTING THE RISKS, I VOLUNTARILY CHOOSE TO TAKE PART IN THE ACTIVITY AND/OR VOLUNTARILY CHOOSE TO ALLOW RELEASORS TO TAKE PART IN THE ACTIVITIES.**
- 4. I, on my own behalf and on behalf of all Releasers, understand, accept and agree that the Activities involve numerous hazards and risks including, but not limited to, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY, ECONOMIC OR EMOTIONAL LOSS, AND DEATH.
- 5. In consideration for the Released Parties permitting me and all Releasers to participate in the Activities, and with knowledge of the risks and dangers involved, I **AGREE** on my own behalf and on behalf of all Releasers to:
 - A. **ASSUME ANY AND ALL RISK OF PROPERTY DAMAGE, INJURY OR DEATH** to me and all Releasers while engaged in, or as a result of participating in, any Activity;
 - B. **WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIM OR FILE ANY ACTIONS** against the Released Parties that are based on, arise or result from in whole or in part from participation in any Activities, and without limitation claims arising out of or resulting from **ALLEGED OR ACTUAL NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY** by any of the Released Parties;
 - C. **INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS** from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in any Activity, and any loss, damage or injury, including death, that may be sustained by me or any of the Releasers, or caused to others or their property by me or by the Releasers, or brought by me or by the Releasers. I agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Released Party in defending an investigation, claim or suit brought on my or any Releasers behalf as a result of my or any Releasor's participation in an Activity.
- 6. I agree on behalf of myself and all Releasers to grant to the Released Parties and their advertising and promotion agencies, acting on their behalf, the right to use and publish worldwide and in perpetuity, in any and all forms of media now known or hereafter devised, including without limitation online and in social media, without approval or compensation, my and the Releasers' images and/or performances captured in conjunction with any Activity.
- 7. I agree that this Agreement shall be governed by the laws of the State of Colorado, regardless of where the Activities may take place.
- 8. I agree that this Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be void or unenforceable as a matter of law, it shall be deemed severed from this Agreement, and the remaining terms shall survive and remain in full force and effect.



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- 9. I agree that this Agreement shall be binding upon my and each Releasor's assignees, heirs, next of kin, executors and personal representatives.
- 10. I agree that to the extent statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Mile High Tumbling 5280 LLC. I agree this release shall be governed for all purposes by Colorado law without any regard to any conflict of law principles. This release supersedes any and all previous oral or written promises or other agreements.
- 11. In the event I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand I should carry my own health insurance.

I UNDERSTAND AND AGREE THAT BY ACCEPTING THIS AGREEMENT ON BEHALF OF ANY PERSON OTHER THAN MYSELF, I AM REPRESENTING AND WARRANTING THAT I AM LEGALLY AUTHORIZED TO EXECUTE THIS AGREEMENT AS EITHER THE PARENT OR LEGAL GUARDIAN OF THAT PERSON AND/OR MINOR PARTICIPANT(S), OR THAT I HAVE BEEN GIVEN THE EXPRESS AUTHORITY AND PERMISSION FROM THAT OTHER PERSON TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON EACH OF THEIR BEHALF, AND I FURTHER UNDERSTAND THAT BY DOING SO I AM AGREEING TO PERSONALLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS BROUGHT BY OR ON BEHALF OF THE MINOR PARTICIPANT(S), OR ANY PERSON ON WHOSE BEHALF I HAVE EXECUTED THIS AGREEMENT, SHOULD THEY REFUSE TO ACCEPT OR CARRY OUT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS, AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. BY SIGNING BELOW, I WARRANT THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE AGREEMENT, UNDERSTAND IT, AND HAVE THE AUTHORITY AND EXPRESS CONSENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF AND ON BEHALF OF ALL OTHER RELEASORS NAMED IN THIS AGREEMENT.

Executed this _____ day of _____, 20__

Print Name of Adult: _____ Date of Birth: _____

Full Address: _____

Email: _____ Phone #: _____

SIGNATURE of ADULT: _____

Minor Participant(s) (If Any):

_____/_____/_____
 PRINT Name of Minor Participant Minor Participant's Date of Birth

_____/_____/_____
 PRINT Name of Minor Participant Minor Participant's Date of Birth

_____/_____/_____
 PRINT Name of Minor Participant Minor Participant's Date of Birth

_____/_____/_____
 PRINT Name of Minor Participant Minor Participant's Date of Birth

