

MARYLAND TWISTERS ALL-STARS, INC.
PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Maryland Twisters, Inc., its owners, agents, officers, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, discharge, and hold harmless Maryland Twisters, Inc. on behalf of myself, my minor children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that the activities that I or [CHILD'S NAME] _____ (hereinafter referred to as the "Minor") engage in while on the premises or under the auspices of Maryland Twisters, Inc. pose known and unknown risks which could result in injury, paralysis, death, emotional distress, or damage to the Minor, to me, to property, or to third parties. The following describes some, but not all, of those risks: Cheerleading and gymnastics, including performances of stunts and use of trampolines, entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, cheerleading students would not improve their skills and the enjoyment of the sport would be diminished. Cheerleading and gymnastics expose participants to the usual risk of cuts and bruises, and other more serious risks as well. Participants often fall, sprain or break wrists and ankles, and can suffer more serious injuries. When traveling to and from shows, competitions and exhibitions raise the possibilities of any manner of transportation accidents. In any event, if you and/or the Minor are injured, medical assistance may be required which you must pay for yourself.
2. I expressly agree and promise to accept and assume all of the risks, known and unknown, connected with Maryland Twisters, Inc. related activities, regardless of the age of the Minor and/or whether or not the Minor is presumed to be able to assume those risks, including but not limited to performance of stunts and use of trampolines. My participation and that of the Minor is purely voluntary. No one has forced or coerced the Minor or me to participate. I elect for the Minor and/or myself to participate in such activities in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify Maryland Twisters, Inc. from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with the Minor's and/or my participation in Maryland Twisters, Inc. related activities.
4. Should Maryland Twisters, Inc. be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse it for such fees and costs.
5. In the event that I and/or the Minor file a lawsuit against Maryland Twisters, such suit shall be brought in the State of Maryland, and the substantive and procedural laws in that jurisdiction shall apply in any such action without regard to the conflict of laws rules thereof. I agree that if any portion of this agreement is found void or unenforceable, the remaining portions shall remain in full force and effect. This agreement shall be deemed to have been jointly drafted by the parties for all purposes involving its construction and enforcement.
6. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation or the participation of the Minor in this activity, I and/or the Minor may be found by court of law to have waived the right to maintain a lawsuit against Maryland Twisters, Inc. on the basis of any claim from which I have released Maryland Twisters, Inc. either personally and/or as the parent, natural guardian and/or legal guardian of the Minor by signing this Agreement.
7. I hereby give Maryland Twisters, Inc. and its affiliates the unrestricted right and permission to copyright and re-use, publish, and republish photographic portraits and pictures of the Minor and/or myself or pictures in which the Minor and/or myself may be included, in whole or in part, separately or in conjunction with other photographs, in any medium now or hereafter known, and for any purpose whatsoever, including but not limited to illustration, art, promotion, or advertising.
8. In case of an emergency, I grant permission to Maryland Twisters, Inc. and its personnel, to have authority, at my expense, in the event I cannot be reached, to utilize the most convenient volunteer rescue squad vehicle or ambulance to transport the Minor and/or myself to the hospital and if necessary, I authorize medical treatment. I verify that the Minor and/or myself have passed a medical examination within the last twelve months and are capable of participating in cheerleading, gymnastics, dance and related activities.
9. All monies paid to Maryland Twisters in any capacity are NON-REFUNDABLE, NON-TRANSFERABLE, and UNASSIGNABLE regardless of reason. I agree that any attempt by Maryland Twisters, Inc. to collect monies not paid by myself resulting in a collection agency, attorney, or court involvement, I will be responsible for the payment of all collection fees, court costs and attorneys' fees incurred by Maryland Twisters, Inc. and/or myself. I understand that late fees and/or penalties may be applied to all past due payments and/or returned checks.
10. I acknowledge that Maryland Twisters, Inc. has the right to either suspend or dismiss any participant/customer for any offense, by participant or family member, which we deem detrimental to the entire Maryland Twisters, Inc. organization.

I have had sufficient opportunity to read this entire document. I have been given the opportunity to consult an attorney for any reason regarding this document or in the event I did not understand any provision of this document. By signing below, I have read the document and understand it and I agree to be bound by its terms.

Parent/Guardian Signature: _____ Print Name: _____ Date: _____

Sign here

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

In consideration of _____ (print minor's name) ("Minor") being permitted by Maryland Twisters, Inc. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold Maryland Twisters, Inc. from any and all claims which are brought by, or on behalf of Minor and which are in any way connected with such use or participation by Minor.

Parent/Guardian Signature: _____ Print Name: _____ Date: _____

If athlete is a minor, sign here also.

****FILL OUT OTHER SIDE TOO, PLEASE!!****



MARYLAND TWISTERS, INC.
 7460 New Ridge Road, Suite 100
 Hanover, MD 21076
 (410) 766-8729
info@marylandtwisters.com

ATHLETE INFORMATION:

Athlete's Name _____ Date of Birth _____ Age as of 8/31/19 _____
 Address _____ City _____ State _____ Zip _____
 Athlete's Home Phone # _____ Athlete's Cell Phone # _____

PARENT/GUARDIAN INFORMATION:

Parent/Guardian's Name _____ Email _____
 Home Phone # _____ Work Phone # _____ Cell Phone # _____
 Parent/Guardian's Name _____ Email _____
 Home Phone # _____ Work Phone # _____ Cell Phone # _____

BILLING/CONTACT INFORMATION: If same as Parent/Guardian Info check here ()

Billing Address _____
 City _____ State _____ Zip _____

EMERGENCY CONTACT INFORMATION (Other Than Parent):

Emergency Contact _____ Relationship to Athlete _____
 Home Phone # _____ Work Phone # _____ Cell Phone # _____

Allergies/Medical

Conditions _____

I allow my child to be given the following medication(s), if necessary, while at the gym: Tylenol, Advil, Pepto Bismol

I, the undersigned Parent/Guardian/Athlete do hereby give consent for the above athlete to participate in the training and activities held at Maryland Twisters, Inc. and accept responsibility for all costs incurred by myself or my athlete. I have completely filled out this form in its entirety and attest that all information given is factual.

 Signature of Parent/Guardian

 Date

How did you hear about us? ___ Local competition ___ Mobile App ___ Website Other: _____

What brings you to the gym today? ___ Private lesson ___ Class ___ Open Gym

****FILL OUT OTHER SIDE TOO, PLEASE!****