

GO CREATIVE ATHLETICS AND ARTS-LLC

PARTICIPANT AGREEMENT, RELEASE & ACKNOWLEDGMENT OF RISK

(I) CLIMBING WALL RISK-RELEASE

Participant Name _____

In consideration of the use of the auto-belay rock climbing wall and the "kiddie traversing wall" at Go Creative Athletics and Arts-LLC, I on behalf of myself, my heirs, my family, my estate legal representative and assigns hereby voluntarily release and covenant not to sue Go Creative Athletics and Arts-LLC, its officers, agents, employees, owners, successors, and assigns for any cause of action, claim, or demand of any nature whatsoever which relates to or arises out of my use of the climbing walls and facilities at Go Creative Athletics and Arts-LLC including but not limited to the negligence of Go Creative Athletics and Arts-LLC, its officers, agents, employees, or owners.

I agree that I will follow all rules and safety procedures and I accept full responsibility for my safety and the safety of others. I agree to abide by and help enforce the safety procedures and wall rules. I have been given a copy of these rules and I acknowledge that I understand these rules and will follow these rules and safety procedures.

The management further reserves the right to refuse access, restrict use and/or terminate the use of the climbing facilities by any individual or group of individuals for failure to adhere to the rules, for failure to use safe climbing procedures, for being unruly or using offensive language, or for generally endangering the welfare of individuals in the climbing area.

I hereby acknowledge and agree that the activity of rock climbing and the use of the facilities at Go Creative Athletics and Arts-LLC have INHERENT RISKS. I have full knowledge of the nature and extent of all risks inherent in rock climbing and the use of the facilities at Go Creative Athletics and Arts-LLC, including but not limited to:

1. All manner of injury resulting from falling off the climbing wall and hitting climbing holds or hitting the floor;
2. Any abrasions, entanglements or other injuries resulting from all activities on or near the climbing walls such as climbing, auto belaying, lowering, rescue systems;
3. Injuries resulting from falling climbers or dropped items;
4. Cuts and abrasions resulting from skin contact with the climbing surface;
5. Failure of ropes, auto belays, harnesses, climbing hardware or any part of the climbing structure;
6. Injuries occasioned by the negligence of other users of the climbing walls of Go Creative Athletics and Arts, LLC;
7. Injuries resulting from the construction of the climbing walls, including failure of the climbing holds;
8. Injuries resulted from landing on the landing surfaces;
9. Injuries to bones, joints, tendons, or death.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the climbing walls at Go Gymnastics-LLC and that the above list in no way limits the extent or reach of this release and covenant not to sue.

In consideration of my use of the climbing walls I agree not to sue for any injury or damages resulting from risks inherent in the climbing activity that I will pursue at GO Gymnastics-LLC including but not limited to the risks that have been outlined above.

I have carefully examined this form and fully understand its contents and I further understand that I have given up certain legal rights and that this is a binding legal document.

PARTICIPANTS INITIAL (IF 18 OR OLDER) _____

PARENT OR GUARDIAN INITIAL IF PARTICIPANT UNDER AGE 18 _____

(II) GYMNASTIC ACTIVITIES RISK RELEASE

Participant Name _____

As participant (if age 18 or older), or as parent or legal guardian of the above named participant (if under age 18); I (we) do voluntarily release forever discharge and agree to indemnify and hold harmless GO Gymnastics-LLC from any and all claims, demands, or causes of action which are in any way connected with the above named person's participation in and use of any equipment related to gymnastics, dance, cheerleading, aerobics, art training or any other area of exercise. This includes any such claims which allege negligent acts or omissions while in the gym's training area. I fully realize that the above participant may be performing or training in all areas of gymnastics, dance, cheerleading, aerobics, art or other exercise areas.

I realize that potentially serious injuries involving height or motion may occur and that such injuries can include sprains, strains, broken bones, paralysis, and even death. I understand and accept that risk, and waive, discharge, release, and covenant not to sue not only GO Gymnastics-LLC, but also its employees, sponsors, agents, and assigns from any liability concerning either myself and the above named participant. I also do hereby indemnify and hold harmless GO Gymnastics-LLC, while my child or myself or any other representative of my family may be participating as an observer, official, or worker for any purpose during a GO Gymnastics sponsored event.

I fully understand that the above release waiver and indemnification agreement is intended to be all inclusive as is permitted by law of the city of Tupelo, the county of Lee County and the State of Mississippi. If any portion thereof is held as invalid, it is agreed the balance shall not withstanding continue in full force and effect. I also authorize in advance any instructor or GO Creative Athletics and Arts-LLC employee as an agent to consent to any medical treatment deemed advisable and rendered under general or special supervision of any physician or hospital licensed under provisions of the State of Mississippi. I do further agree to responsibility of future medical expenses as long as the above named participant is in any way associated with GO Creative Athletics and Arts-LLC or and agent thereof. This acknowledgment of risk and waiver of liability, having been read thoroughly and understood completely, is signed voluntarily as to its content and intent.

I agree to follow and abide by the procedures of GO Creative Athletics and Art-LLC concerning safety and facility regulations.

I AGREE THAT MY SIGNATURE BELOW COVERS EITHER OR BOTH OF THE RELEASES UNDER (I) CLIMBING WALL OR (II) GYMNASTICS ACTIVITIES

(Signature of Parent, Guardian, or Participant over age 18)

(Please print name) _____

Date _____

Emergency phone # _____

E-Mail _____