

***Use of Facilities and Property – Tumbles Athletic Center, LLC
Consent and Release Form***

A) *Participant's Name* _____
Birthdate ___/___/_____ ***Gender M / F***

B) *If participant is under the age of 18, Primary Parent/Guardian name:*
First Name _____ ***Last Name*** _____
Relationship to student _____ ***Phone:*** _____

C) *Consent / Release / Waiver:*

For minor children: I/We, _____,
hereby give consent as the parent(s)/guardian(s) of _____, for his/her
use of the facilities and equipment located at 2250 E. Buffalo St., Bolivar, MO 65613
(sometimes hereinafter referred to as the “Property”). This consent, release and waiver is given
in consideration of the participant being allowed to participate in any programs, classes or
activities with Tumbles Athletic Center, LLC.

I/We understand that I and/or my/our youth or minor will be participating in gymnastics and/or
related activities and the use of other equipment (including one or more trampolines which are
inherently dangerous) or activities while at the Property, and at other locations from time to time,
and that there is an inherent risk of serious physical injury (including total disability, paralysis or
death) associated with my, or my/our youth or minor’s use of such facilities and equipment, and
performing gymnastics and/or related activities generally. I acknowledge that the social and
economic losses from these inherent risks could be severe and could be caused by the action,
inaction or negligence of the participant or others, including but not limited to agents or
employees of Tumbles Athletic Center, LLC. I further acknowledge that there may be other risks
not known to me or not reasonably foreseeable at the time this release, waiver and consent is
signed. I hereby release, waive, discharge and covenant not to sue Tumbles Athletic Center, LLC
or any of its owners, members, employees or agents, from all losses or damages relating to any
claims or demands on account of any injury, including but not limited to death, of the participant,
or damage to property relating to any such activities, whether alleged to have been caused in
whole or in part by any such persons or entities. I further agree to indemnify and hold Tumbles
Athletic Center, LLC harmless from any claims that may be made on behalf of the participant, or
any parent/guardian of the participant.

It is understood that reasonable caution will be taken by Tumbles Athletic Center, LLC to
prevent injuries, but Tumbles Athletic Center, LLC will not be held responsible in case of
accident or injury to me or my/our youth or minor. I/We understand that Tumbles Athletic
Center, LLC is not obligated to constantly oversee my and/or my/our youth or minor’s use of the
Property or equipment. I accept and assume responsibility for the risks identified above.

In the event that I/We leave my/our youth or minor at the Property or any other location at and event associated with Tumbles Athletic Center, LLC, and medical care is needed for my/our youth or minor, I/We hereby authorize any adult representative of Tumbles Athletic Center, LLC (if present) to consent to any medical treatment of above named youth or minor, which in the judgment of a recognized medical facility, under the general or special supervision of a licensed physician, may be deemed necessary.

As to minor children, I also understand that if the behavior of my/our youth causes any unsafe disruption at Tumbles Athletic Center, LLC, I/We may be notified to pick up my/our child and remove them immediately from the Property or any other location where activities may take place.

Notwithstanding any of the foregoing provisions, in the event that (and only in the event of and to the extent that) applicable law should hold that any certain liability cannot be waived, I/We agree that any such liability will be limited exclusively to Tumbles Athletic Center, LLC; and that no owner, member, employee or staff of Tumbles Athletic Center, LLC will be individually liable for any injury to me, or to my/our youth or minor by reason of the use of the facilities or equipment.

I agree that prior to participating in any Tumbles Athletic Center, LLC activity or event, I will inspect the Property and the equipment to be used, and communicate to the Participant if anything is unsafe for them, and to take all precautions to avoid any unsafe area or activity. I will instruct Tumbles Athletic Center, LLC in writing as to any activity or area that is unsafe for the participant.

I further consent to pictures and/or video being taken of my child and agree that such pictures and/or video may be used on promotional materials, including our website, Facebook, or other media.

THIS CONSENT AND RELEASE FORM WILL BE VALID AND EFFECTIVE FROM THE DATE OF ITS SIGNATURE BY ME/US AND WILL REMAIN VALID AND EFFECTIVE UNTIL SUCH TIME AS I/WE REVOKE THIS CONSENT AND RELEASE IN WRITING AND DELIVER SUCH REVOCATION TO TUMBLES ATHLETIC CENTER, LLC.

I/We, the undersigned, have read this consent and release and understand all its terms. I fully understand its terms and the risks identified herein and have agreed to sign it freely and voluntarily without any inducement, assurance or guarantee made to me and I intend to release any and all liability to the greatest extent allowed by law.

In witness whereof, I/WE have signed this release on the date indicated below.

Name (please print clearly): _____

Relationship: _____ Signature: _____

Date: _____