

AMP ATHLETICS OF ALABAMA, LLC
13350 State Highway 84 West
Newton, Alabama 36352
WAIVER AND RELEASE OF LIABILITY

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

READ CAREFULLY — THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS.

This Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement (“Agreement”) is entered into by the undersigned participant and/or parent or legal guardian (collectively, “Participant”) in favor of AMP ATHLETICS OF ALABAMA, LLC together with their respective owners, members, managers, officers, employees, coaches, instructors, agents, representatives, volunteers, independent contractors, landlords, affiliates, successors, assigns, and Pollard Enterprises, LLC (collectively, “Released Parties”).

1. Activities Covered

This Agreement applies to all participation in cheerleading, tumbling, gymnastics, preschool programs, teams, open gym, competitions, demonstrations, special events, conditioning, travel activities, private lessons, tryouts, on-site or off-site events, social or team-building activities, and any activities incidental thereto (collectively, “Activities”) sponsored or conducted by or at AMP ATHLETICS OF ALABAMA, LLC.

2. Acknowledgment and Assumption of Inherent Risks

Participant understands and acknowledges that gymnastics and cheerleading are inherently dangerous activities involving height, rotation, physical contact, impact with equipment or other participants, and unpredictable movement.

Risks include, but are not limited to: Death; Neck and spinal injury; Partial or complete paralysis; Traumatic brain injury and concussion; Broken bones; Injury to joints, muscles, ligaments, and internal organs.

Participant understands that safety equipment, mats, pits, spotting, and supervision by trained coaches may reduce but cannot eliminate the risk of serious injury. No amount of care, supervision, instruction, or use of protective equipment can eliminate these inherent risks.

Participant voluntarily and knowingly assumes ALL risks, both known and unknown, inherent and otherwise, associated with participation in the Activities.

3. RELEASE OF LIABILITY AND COVENANT NOT TO SUE

In consideration of being permitted to participate in the Activities, Participant hereby releases, waives, discharges, and covenants not to sue the Released Parties from any and all claims, demands, causes of action, damages, losses, or liabilities for personal injury, property damage, wrongful death, or other harm arising out of participation in the Activities.

THIS RELEASE EXPRESSLY INCLUDES CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES.

Participant understands that this Agreement releases claims that may not yet be known or anticipated. This Release does not apply to conduct constituting willful misconduct, wantonness, or gross negligence to the extent such waiver is prohibited under Alabama law.

4. PARENTAL CONSENT AND INDEMNIFICATION (FOR MINOR PARTICIPANTS)

If the Participant is under the age of nineteen (19), the undersigned parent or legal guardian:

1. Consents to the minor’s participation in the Activities;
2. Agrees to all terms of this Agreement on behalf of the minor; and
3. Agrees to DEFEND, INDEMNIFY, AND HOLD HARMLESS the Released Parties from any and all claims, demands, liabilities, damages, attorney’s fees, costs, or expenses arising out of or related to the minor’s participation in the Activities, INCLUDING CLAIMS ALLEGING ORDINARY NEGLIGENCE BY THE RELEASED PARTIES.

This indemnification obligation includes claims brought by or on behalf of the minor.

5. Participant Indemnification (Adults)

If Participant is over nineteen (19), Participant agrees to defend, indemnify, and hold harmless the Released Parties from any claims arising out of Participant’s participation in the Activities, including claims resulting from the Participant’s own actions.

6. AGREED LIMITATION OF RECOVERABLE DAMAGES

To the fullest extent permitted by Alabama law, participant agrees that in the event of a claim against the Released parties arising from participation in the activities and based upon allegations of ordinary negligence, the total amount of damages recoverable by participant shall be limited exclusively to the amount of reasonable and necessary medical expenses actually incurred as a direct result of the injury.

Recovery shall be limited to documented medical bills for reasonable and necessary treatment and actually incurred out-of-pocket medical expenses.

7. Medical Authorization and Insurance

Participant certifies that he or she is physically able to participate in the Activities and has no medical condition that would prevent safe participation, or has disclosed such condition in writing. Participant authorizes AMP ATHLETICS OF ALABAMA, LLC to obtain emergency medical treatment deemed necessary

in the event of injury. Participant agrees to be financially responsible for any medical expenses incurred. Participant understands that AMP ATHLETICS OF ALABAMA, LLC does not provide medical or health insurance coverage for Participants.

8. Media Release

Participant grants permission to AMP ATHLETICS OF ALABAMA, LLC and its authorized representatives to use photographs, video recordings, or other media images of Participant for social media, promotional, advertising, and marketing purposes without compensation. Participant further consents to the use of Participant’s name in connection with such materials.

9. Miscellaneous

This Agreement shall be governed by and construed under the laws of the State of Alabama. Venue for any dispute arising out of this Agreement or the Activities shall lie exclusively in the state courts of Houston County, Alabama. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Agreement constitutes the entire agreement between the Participant and the Released Parties regarding participation in the Activities and supersedes all prior or contemporaneous oral or written representations, statements, negotiations, or agreements. Participant acknowledges that no representations, promises, or inducements have been made other than those expressly set forth in this Agreement. Participant further agrees that this Agreement may not be modified except in a written document signed by an authorized representative of AMP ATHLETICS OF ALABAMA, LLC.

This Agreement shall remain in full force and effect for the entire period during which the Participant attends, participates in, or is otherwise involved in any Activities at AMP ATHLETICS OF ALABAMA, LLC, whether such participation is continuous or intermittent. This Agreement is not limited to a single event, season, session, or calendar year and shall apply to all present and future participation in the Activities unless and until expressly revoked in writing by AMP ATHLETICS OF ALABAMA, LLC. Participant understands and agrees that it is not necessary to execute a new waiver each year or for each separate program in order for this Agreement to remain enforceable.

10. Acknowledgment of Understanding

Participant acknowledges that:

- This Agreement is a legally binding contract.
- Participant has carefully read and fully understands its contents.
- Participant understands that by signing this Agreement, he or she is giving up substantial legal rights, including the right to sue for claims of ordinary negligence.
- Participant signs this Agreement voluntarily and without inducement.

PARTICIPANT INFORMATION

Participant Name (Print): _____

Date of Birth: _____

Address: _____

Phone: _____ Email: _____

SIGNATURES

If Participant is 19 years of age or older:

By signing below, I, the undersigned Participant, certify that I am at least nineteen (19) years of age, that I have read, understood, and voluntarily agree to be bound by all terms of this Agreement, and that I am signing this Agreement in consideration for being allowed to participate in the Activities.

Participant Signature: _____ Date: _____

If Participant is under 19 years of age:

By signing below, I, the undersigned Parent/Guardian of the above-named minor Participant:

Represent and warrant that I have full legal authority to execute this Agreement on behalf of the minor Participant; Consent to the minor Participant’s participation in the Activities; Acknowledge that I have read, understood, and voluntarily agree to be bound by all terms of this Agreement, both on my own behalf and on behalf of the minor Participant, that I am signing this Agreement in consideration for being allowed to participate in the Activities, and Intend that this Agreement be effective and binding to the fullest extent permitted by Alabama law.

Parent/Guardian Name (Print): _____

Parent/Guardian Signature: _____ Date: _____

Relationship to Minor: _____