

LIABILITY WAIVER (Minor, under 18)
**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

Student Name: _____

Email Address: _____

Date of Birth: _____ Age: _____ Phone #: (_____) _____

Emergency Contact: _____ Phone #: (_____) _____

I am aware that in addition to the usual dangers and risks inherent in the sport of Gymnastics, Cheerleading, Dance, Trampoline, Tumbling, Strength Training and other Dauntless Athletics activities, certain additional dangers and risks are present when using Dauntless Athletics Facilities, Gymnastics Equipment and Trampoline, including, but not limited to, the danger and risk of failing, jumping, landing, height and motion. By signing this waiver, I freely accept and fully assume responsibility for all such dangers and risks and the possibility of personal injury, death, property damage or loss resulting therefrom.

In consideration of utilizing the Dauntless Athletics Facilities Gymnastics Equipment, Training Equipment and Trampolines and for other good and valuable consideration, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS for personal injury including death, illness and/or property damage that my child may have against Dauntless Athletics, their principals, directors, sponsors, affiliates, employees, representatives and volunteers in any way associated with Dauntless Athletics, all of whom are hereinafter collectively referred to as "the Releasees."

2. TO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY for any loss, damage, injury, death, medical or other expense that my child may suffer or that any other party may suffer as a result from my use of Dauntless Athletics Facilities Gymnastics Equipment, Training Equipment and Trampolines, or by my child's participation in the sports of Gymnastics, Trampoline, Tumbling, Cheerleading, Dance, Strength training or other Dauntless Athletics activities.

3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my use of Dauntless Athletics Facilities Gymnastics Equipment, Training Equipment and Trampolines, or by my child's participation in the sports of Gymnastics, Trampoline, Tumbling, Cheerleading, Dance, Strength Training or other Dauntless Athletics activities.

4. THIS RELEASE OF LIABILITY SHALL BE EFFECTIVE AND BINDING upon my heirs, next of kin, executors, administrators, successors and assigns in the event of my child's personal injury including death, illness and/or property damage.

5. I ADDITIONALLY AGREE that my child shall follow correct safety procedures when using Dauntless Athletics Facilities, Gymnastics Equipment, Training Equipment and Trampolines. I also expressly grant to Dauntless Athletics, and any third party authorized by them, the right to film, videotape, photograph, record my child's voice and make any reproductions of my child's physical likeness and voice, and the irrevocable right in perpetuity to use, display and digitally enhance such likeness in any media now known or hereafter devised, including, but not limited to, the exhibition and/or online use, broadcast, theatrically or on television, cable or radio, and motion picture, video tape, DVD, CD or any Internet Service or

program in which such likeness may be used or otherwise, or any published articles, catalogs, or websites in which such likeness may be printed, used or incorporated and in the advertising, exploiting and publicizing of the Facility, Facility products licensed products, and all affiliated relationships. It is understood, that Releasees shall not have the right to use any material (i.e. footage or photographs) shot in connection with the Dauntless Athletics programs for any reason whatsoever.

The venue in place of trial of any dispute that may arise out of or be related to this agreement or the services to be performed pursuant to this agreement, or otherwise, in which Dauntless Athletics or its agents or employees is a party shall be in the Metropolitan Division Court of Maricopa County in the State of Arizona.

I HEREBY CERTIFY THAT my child is covered by his/her own Medical Insurance, and that I have read and understand this Release of Liability prior to signing it, and I am aware that by signing this Release of Liability I am waiving certain rights which I, my child, or our heirs, next of kin, executors, administrators, successors, and assigns may have against the Releasees.

Dauntless Athletics shall have the right to impose any additional conditions which, in the opinion of the Releasees, will further the intent and legal rights and waivers provided herein.

This Liability Waiver was made and executed in the State of Arizona and shall be governed by, enforced in and construed in accordance with the laws of the state of Arizona.

I acknowledge that in executing this Waiver, I am not relying on any inducements, promises, or representations made by the Releasees.

I am acting on behalf of the students other parent in signing this contract that I have authority to bind such other parent to the terms and conditions of this contract on his or her behalf.

Parent/Guardian Signature

Print Name Here

Date