



WAIVER, RELEASE, AND ASSUMPTION OF RISK AGREEMENT

Brown's Gym Orbit Sports Academy 740 Orange Avenue Altamonte Springs, Florida 32714

PARTICIPANT INFORMATION

Participant Name: _____

Date of Birth: _____ **Age:** _____

Address: _____

City, State, Zip: _____

1. PARTIES AND SCOPE

This Agreement is entered into between:

Released Parties. Alvarez & Sanchez, LLC d/b/a Brown's Gym Orbit Sports Academy; Brown's Gym Orbit Sports Academy; and their respective owners, officers, directors, managers, members, employees, coaches, instructors, volunteers, agents, independent contractors, affiliates, successors, assigns, and representatives (collectively, the "Released Parties").

Participant and Guardian. The minor participant named above ("Participant") and the undersigned parent or natural guardian ("Guardian").

Covered Activities. This Agreement applies to Participant's participation in any and all activities, programs, classes, events, and services offered by or conducted at Brown's Gym Orbit Sports Academy, including but not limited to:

- A. Gymnastics training and instruction
- B. Cheerleading training and instruction
- C. Tumbling instruction
- D. Ninja warrior programs
- E. Sports camps and clinics
- F. Birthday parties and special events
- G. Open gym sessions
- H. Competitions, showcases, and performances
- I. Fitness classes and conditioning programs
- J. Any other recreational, athletic, or educational activities provided by the Academy

2. ACKNOWLEDGMENT OF INHERENT RISKS

Nature of Activities. Guardian acknowledges that gymnastics, cheerleading, tumbling, ninja programs, and related athletic activities are physically demanding and involve significant inherent risks that cannot be eliminated regardless of the care and supervision provided by the Released Parties.

Specific Risks. Guardian understands and acknowledges that participation in the activities described above involves inherent risks of serious injury, including but not limited to:

- A. Falls from apparatus, equipment, or height



- B. Collisions with equipment, walls, floors, mats, or other participants
- C. Equipment-related injuries including entrapment, impact, or malfunction
- D. Sprains, strains, fractures, and broken bones
- E. Head injuries, concussions, and traumatic brain injury
- F. Spinal injuries, including paralysis
- G. Cuts, bruises, abrasions, and lacerations
- H. Overexertion, dehydration, and heat-related illness
- I. Permanent disability and disfigurement
- J. Death

Unavoidable Risks. Guardian acknowledges that these risks are inherent in the nature of gymnastics, cheerleading, tumbling, and related athletic activities and cannot be completely eliminated through instruction, supervision, protective equipment, or facility maintenance, even when the Released Parties exercise reasonable care.

3. ASSUMPTION OF RISK

Voluntary Participation. Guardian acknowledges that Participant's participation in activities at Brown's Gym Orbit Sports Academy is voluntary.

Assumption. Guardian, on behalf of Participant and on Guardian's own behalf, voluntarily assumes all risks associated with Participant's participation in the activities described in this Agreement, including the inherent risks described above and any other risks known or unknown, foreseen or unforeseen.

Medical Fitness. Guardian represents that Participant is physically and mentally capable of participating in the activities and has no medical condition that would prevent safe participation, except as disclosed in writing to the Academy.

4. RELEASE AND WAIVER OF LIABILITY

Release of Claims. To the fullest extent permitted by Florida law, Guardian, on behalf of Participant, Guardian, and Guardian's and Participant's respective heirs, personal representatives, assigns, and next of kin, hereby releases, waives, discharges, and covenants not to sue the Released Parties from and against any and all liability, claims, demands, actions, causes of action, damages, losses, costs, and expenses (including attorneys' fees) arising out of or related to any loss, damage, injury, or death to Participant or damage to Participant's property, whether caused by the ordinary negligence of the Released Parties or otherwise, arising from Participant's participation in activities at Brown's Gym Orbit Sports Academy.

Scope of Release. This release applies to claims arising from:

- A. The ordinary negligence of the Released Parties
- B. The inherent risks of the activities described herein
- C. Any defect or dangerous condition of equipment or facilities, whether known or unknown to the Released Parties
- D. Any act or omission by other participants
- E. Any failure by Participant to follow instructions or rules



Exclusions. This release does not apply to, and does not release claims for:

- A. Gross negligence, willful or wanton misconduct, or intentional acts by the Released Parties
- B. Any claim that cannot be waived as a matter of Florida law

Guardian's Own Claims. Guardian also releases, on Guardian's own behalf, any and all claims Guardian may have against the Released Parties for injury to Participant or for any loss of consortium, services, or other derivative claim arising from injury to Participant.

5. MEDICAL INFORMATION AND AUTHORIZATION

Medical Condition Disclosure. Guardian represents that Guardian has disclosed to the Academy in writing all medical conditions, allergies, physical limitations, medications, disabilities, or other health-related restrictions that may affect Participant's ability to safely participate in activities. Guardian agrees to immediately notify the Academy in writing of any changes to Participant's medical condition.

Emergency Medical Authorization. Guardian authorizes the Released Parties to obtain emergency medical treatment for Participant if Guardian cannot be reached in a timely manner. Guardian understands that the Released Parties are not obligated to provide medical care and that this authorization is provided solely to allow emergency treatment if necessary.

Financial Responsibility. Guardian acknowledges and agrees that Guardian is solely responsible for all costs, expenses, and fees associated with any medical treatment provided to Participant, including emergency medical treatment, and that the Released Parties have no obligation to pay for such treatment.

Medical Insurance. Guardian represents that Participant is covered by medical insurance and agrees to provide the Academy with current insurance information upon request.

6. PHOTO AND VIDEO RELEASE

Authorization. Guardian grants the Released Parties permission to photograph and video record Participant during activities at Brown's Gym Orbit Sports Academy and to use such photographs, videos, and other images or likenesses of Participant for promotional, marketing, educational, social media, advertising, and other business purposes.

No Compensation. Guardian acknowledges that no compensation will be provided for such use and that all rights in such photographs, videos, and recordings belong exclusively to the Academy.

7. GENERAL PROVISIONS

Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law principles. Any action or proceeding arising out of or related to this Agreement shall be



brought exclusively in the courts of Seminole County, Florida, and Guardian consents to the personal jurisdiction and venue of such courts.

Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous oral or written agreements or understandings.

Binding Effect. This Agreement is binding upon Guardian, Participant, and their respective heirs, personal representatives, successors, and assigns.

No Modification. This Agreement may not be modified or amended except by a written document signed by an authorized representative of the Academy.

Survival. This Agreement shall remain in full force and effect for all activities in which Participant participates at Brown's Gym Orbit Sports Academy unless and until revoked in writing by Guardian, and any revocation shall apply only to future activities and not to any claim arising from prior participation.

NOTICE TO PARENT OR LEGAL GUARDIAN

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. IT CONTAINS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

This Waiver, Release, and Assumption of Risk Agreement is executed pursuant to Section 744.301, Florida Statutes, which permits a parent or natural guardian to execute a waiver and release of liability on behalf of a minor child for participation in certain recreational and sports activities.

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF ALVAREZ & SANCHEZ, LLC D/B/A BROWN'S GYM ORBIT SPORTS ACADEMY, ITS AGENTS AND EMPLOYEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM ALVAREZ & SANCHEZ, LLC D/B/A BROWN'S GYM ORBIT SPORTS ACADEMY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND ALVAREZ & SANCHEZ, LLC D/B/A BROWN'S GYM ORBIT



SPORTS ACADEMY HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY. I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS, AND THAT IT AFFECTS MY LEGAL RIGHTS AND THE LEGAL RIGHTS OF THE MINOR PARTICIPANT. I UNDERSTAND THAT BY SIGNING BELOW, I AM GIVING UP THE RIGHT TO SUE THE RELEASED PARTIES FOR INJURIES OR DAMAGES ARISING FROM THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES OR FROM THE INHERENT RISKS OF GYMNASTICS, CHEERLEADING, TUMBLING, AND RELATED ACTIVITIES.

I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS ABOUT THIS AGREEMENT AND TO SEEK THE ADVICE OF AN ATTORNEY. I SIGN THIS AGREEMENT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Guardian Name (Print): _____

Relationship to Participant: ☐ Parent ☐ Legal Guardian

Guardian Signature: _____

Date: _____

Guardian Address: _____

City, State, Zip: _____

Primary Phone: _____

Secondary Phone: _____

Email: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Relationship to Participant: _____

FOR ACADEMY USE ONLY

Received by: _____ **Date:** _____