

OFFICE USE ONLY

Paid for: _____
Notes: _____
Referral: _____
New Trial Returning Gift Cert



OFFICE USE ONLY

Class: _____ Day: _____ Time: _____
Class: _____ Day: _____ Time: _____
PS Paymt Enroll Trial File Dot
Form Tracker Board Email Bag

Registration / Liability Release 2020 (updated 8/5/2020)

I fully understand that I/my minor child, _____ ("Participant"), will be participating in physical, acrobatic and gymnastic activities that will involve motion, speed, inverted and/or rotational activities, some of which may occur high above the ground. The inherent risk involved in such activities creates a possibility of serious bodily harm or even death. Never land on head, neck, or back as serious, catastrophic injury, even death, could result. Strictly follow all rules and guidelines at all times.

As agreed to on the reverse of this agreement, we willingly and voluntarily accept and assume all such risks, and agree not to hold LGCM, LLC doing business as Performance Athletics ("Performance Athletics"), Leslie Breeze, instructors, agents, and employees of Performance Athletics liable for any physical, emotional, or mental injuries, illnesses, or any other conditions, that occurred before, during, or after participating in any activity involving Performance Athletics.

Participant's Last Name _____ Participant's First Name _____

Participant's Date of Birth _____ / _____ / _____ Age _____ Male/Female

Address _____

City _____ State _____ Zip _____

Home Phone # () _____ Cell Phone # () _____

Work Phone # () _____ Other Phone # () _____

Email _____

Driver's License # _____ State _____ Expiration _____ / _____ / _____

Emergency Contact _____

Relationship _____ Phone () _____

Emergency Authorization:

I authorize Employees of Performance Athletics to make any medical treatment decisions for my child or child herein mentioned on this form, should I not be available or the staff at Performance Athletics is unable to reach me.

Family Doctor _____ Phone () _____

*Insurance Provider _____ *ID/Group# _____

Publicity Authorization: _____ (initial)

Performance Athletics and its representatives and subsidiary programs are hereby authorized to create photographic and video images of Participant for use by Performance Athletics in print and electronic publications, including social media, and Participant hereby consents to such creation and use by Performance Athletics. If I should object to the use of any images of Participant, I shall inform Performance Athletics in writing of such objection. Use permission (circle one) **YES** or **NO**.

Drop Notification:

* _____ (initial) I understand that I must notify the office in writing two (2) weeks in advance to discontinue enrollment and tuition charges. If I do not fill out and complete the form in writing, I understand that my child will continue to be enrolled and I will be responsible for the tuition costs.

Participant's Guardian Signature _____

Participant's Guardian Print Name _____ Today's Date _____

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Performance
ATHLETICS

Returned Check & Past Due Accounts:

* _____ (initial) I understand that there is a \$30 fee for returned checks. I will be responsible for the unpaid costs and the \$30 returned check fee within one week of notification.

Your account will be put on a cash only basis if we receive two bounced checks within a 6mo. period. I also understand that participation in class is contingent on my account being clear. *Just as you pay for a movie prior to watching it, tuition needs to be paid prior to your first class of each session.* Your understanding of our policies allows us to better serve you and your family. We want to provide you with the best service possible. We greatly appreciate your business.

Participant's Guardian Signature _____

Participant's Guardian Print Name _____ **Today's Date** _____

COVID Hands Off Policy:

* _____ (initial) I understand that the coach will not be spotting students, and will use drills and verbal feedback for training during this unprecedented time of Covid. However, should an emergency, **safety, or emotional** situation occur that requires the coach to physically assist/touch the athlete, we will do so. Physical contact increases Covid exposure risk. Your signature grants us permission to physically assist your **child if needed**. Your understanding of our policies allows us to better serve you and your family. We want to provide **your family** the best service possible. We greatly appreciate your business.

Participant's Guardian Signature _____

Participant's Guardian Print Name _____ **Today's Date** _____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of participation in the activities offered by Performance Athletics, Participant represents that he/she understands the nature of the activities and that Participant is qualified, in good health, and in proper physical condition to participate in such activities. Participant agrees that if Participant believes conditions are unsafe, Participant will immediately discontinue participation in the activities. Participant fully understands that the activities involve risk of serious bodily injury, including permanent disability, paralysis and death, which may be caused by Participant's own actions, or inactions, those of others participating in the activities, the conditions in which the activities take place, or the negligence of the Releasees (defined below); and that there may be other risks either not known to me or not readily foreseeable at this time; and Participant fully accepts and assumes all such risks and all responsibility for losses, costs, and damages incurred as a result of Participant's participation in the activities. Participant hereby releases, discharges, and covenants not to sue LGCM, LLC dba Performance Athletics, Leslie Breeze, instructors, administrators, directors, agents, officers, employees, and all other persons assisting in the conduct of any activities, including persons transporting Participant to and from any activity, other participants, any sponsors, advertisers, and owners and lessors and others providing premises or facilities on which any activities take place, (the "Releasees") from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and Participant further agrees that if, despite this release, waiver of liability, and assumption of risk Participant, or anyone on my behalf, makes a claim against any of the Releasees, Participant will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

I further acknowledge, understand, appreciate and agree that my participation may result in possible exposure to and illness from infectious diseases, including, but not limited to, MRSA, Influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death exist. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation and exposure.

Participant has read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understands that by signing it I give up substantial rights. I have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed Name of Participant (REQUIRED)

Signature of Participant (if over 18 years of Age)

Date (REQUIRED)

AND I, Participant's parent and/or legal guardian, understand the nature of the above referenced activities and Participant's experience and capabilities and believe Participant to be qualified to participate in such activities. I further understand the risk of exposure to injury and/or infectious diseases, for myself and my child, as a participant, spectator at events and classes, and or by presence at the facility. I, and on behalf of Participant, hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees, and otherwise consent and agree to the terms and conditions of this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement.

Printed Name of Parent/Guardian (REQUIRED)

Signature of Parent/Guardian (REQUIRED)

Date (REQUIRED)



NOTICE OF EXCLUSION TO OUR INSURANCE COVERAGE

LGCM, LLC dba Performance Athletics Gymnastics, has the policy that all participants have medical insurance and to provide proof of that insurance when registering. Performance Athletics Gymnastics carries insurance, which in the event of an incident, (while participating in a class at Performance Athletics Gymnastics), we may pay a portion which your primary insurance doesn't cover, up to a set limit.

Our insurance company has recently added exclusions to its policies, specifically for Aerial Silks, Parkour, Free Running, Agility, Urban Gymnastics and related classes and activities.

After careful deliberation, Performance Athletics Gymnastics has decided to continue to offer Agility and Aerial Silks classes, provided that participants (or their legal parent or guardian) are specifically made aware of the risks, assume their own liability for those potential risks and complete the following special waiver form, which limits the financial liability that LGCM, LLC dba Performance Athletics Gymnastics assumes.

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Please read the following carefully.

In consideration of being allowed to enter the gymnastics area and/or participate in any activity at Performance Athletics Gymnastics the undersigned, on his or her behalf, and on the behalf of the participant(s) identified below, acknowledges and agrees to the following conditions.

"I acknowledge that I am the parent or legal guardian of the child(ren) identified below and voluntarily authorize my child to participate in gymnastics and aerial silks and/ or parkour/agility activities at Performance Athletics. I understand that there are inherent dangers associated with gymnastics, aerial silks, and parkour /agility, and recognize that any physical activity involves risks of serious injury or death, including but not limited to temporary or permanent muscular and skeletal injury and paralysis. Knowing these risks, I and my child(ren) assume all risks, whether foreseen or unforeseen, in connection with my child's participation in this activity."

"I AGREE TO DEFEND, INDEMNIFY, HOLD HARMLESS, WAIVE, AND RELEASE LGCM, LLC, DBA PERFORMANCE ATHLETICS GYMNASTICS & CHEER TOGETHER WITH ITS OFFICERS, EMPLOYEES, AGENTS AND MEMBERS, AGAINST ANY AND ALL LIABILITY, CLAIMS AND CAUSES OF ACTION ARISING OUT OF, OR IN ANY WAY CONNECTED WITH MY CHILD'S, OR MY OWN PARTICIPATION IN THIS AERIAL SILKS AND OR AGILITY ACTIVITY PROGRAM. I UNDERSTAND THAT PERFORMANCE ATHLETICS GYMNASTICS WILL NOT PAY MEDICAL EXPENSES, OR ANY ADDITIONAL EXPENSES BEYOND 10% OF ANY INJURY/INCIDENT RESULTING FROM

PARTICIPATION IN AGILITY CLASS AT PERFORMANCE ATHLETICS GYMNASTICS, UP TO A TOTAL AMOUNT AND NO GREATER THAN \$3,000.00."

Participant's Full Name: _____ Date of Birth: _____

Parent/Legal Guardian Signature: _____

Parent Name (Please Print): _____

Mailing Address: _____ Zip code: _____

Phone: _____

4484 Broad Street, San Luis Obispo, CA 93401 (805) 547-1GYM (1496)

PerformanceAthleticsSLO.com