



In consideration of athlete's participation in the services of Brandon All-Stars (BA) Jacksonville and its board members, coaches, owners, officers, employees, and all other persons or entities acting on its behalf, I hereby agree to release and discharge Brandon All-Stars Jacksonville, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF "BRANDON ALL-STARS JACKSONVILLE" USES 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 ALL RIGHTS OF OTHERS TO RECOVER FROM "BRANDON ALL-STARS JAX" 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 "BRANDON ALL-STARS JACKSONVILLE" HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Should BA Jacksonville or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that neither I, nor my child has any mental or physical conditions which may interfere with the safety of this activity, or else I am willing to assume and bear the cost of all risks that may be related, directly or indirectly, by any such condition. In case of an emergency requiring medical treatment, the undersigned hereby authorizes BA Jacksonville to take the above-named athlete to a qualified medical facility or hospital for care and treatment.

I understand and acknowledge that the activity my child is about to engage in poses known risks and unanticipated risks which could result in injury, paralysis, death, emotional distress, or damage to my child, to property, or to third parties. **The following describes some, but not all, of those risks:** Gymnastics and cheerleading entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, gymnastics and cheerleading students would not improve their skills, and the enjoyment of the sport would be diminished. Gymnastics and cheerleading exposes its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists and ankles, and can suffer more serious injuries as well. Traveling to and from shows, competitions and exhibitions raise the possibility of any manner of transportation accidents. In any event, if your child is injured, your child may require medical assistance, at your own expense.

I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity and use of the equipment is purely voluntary. Neither I, nor my child, have been forced to participate. I elect to participate despite the risks.

I hereby voluntarily release, forever discharge and agree to hold BA Jacksonville harmless and indemnify from all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with me child's participation in this activity.



Should BA Jacksonville or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.

If I file a lawsuit against BA Jacksonville, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing. I further acknowledge that Brandon All-Stars has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that Brandon All-Stars cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, BA staff, and other BA clients and their families.

I voluntarily seek services provided by Brandon All-Stars and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending my appointment.

I attest that:

* I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell or nasal congestion.

* I have not traveled internationally within the last 14 days.

* I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.

* I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.

* I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold Brandon All-Stars harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of BA, or that may otherwise arise in any way in connection with any services received from Brandon All-Stars. I understand that this release discharges Brandon All-Stars from any liability or claim that I, my heirs, or any personal representatives may have against BA with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Brandon All-Stars. This liability waiver and release extends to BA together with all owners, partners, and employees.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my or my child's participation in any activity relating to Brandon All-Stars Jacksonville, I may be found by a court of law to have waived my right to maintain a lawsuit against Brandon All-Stars Jacksonville on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Parent or Guardian Signature _____

Participant Signature _____

Date _____