

**DOUBLE O SPORTS INC. DBA GYMSTARS  
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

FOR AND IN CONSIDERATION of being permitted to utilize the facilities, services and programs of Double O Sports Inc. dba GymStars(hereto referred to as GYMSTARS), **(or for my children to so participate)** for any purpose, including, but not limited to observation, use of the facilities or equipment, or receiving instruction, training, or supervision, participation in any onsite or off-site program with, on behalf of, or affiliated with GYMSTARS, or travel to and from any off-site program, THE UNDERSIGNED, for himself or herself **and such participating children** and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating, will inspect and carefully consider such premises and facilities and/or the program. It is further warranted that such entry into the GYMSTARS premises for observation or use of any facilities or equipment or participation in any program constitutes an acknowledgment that such premises, all facilities and equipment thereon, and such programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or participation by the undersigned and such children and assumes the risks arising from the conditions of the premises, equipment and/or program.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER GYMSTARS FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION, USE OF FACILITIES OR EQUIPMENT, RECEIVING INSTRUCTION OR TRAINING, OR PARTICIPATING IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH GYMSTARS,THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE GYMSTARS, its directors, officers, employees, coaches, volunteers, agents and succession ownership (hereinafter referred to as "releasees") from all liability to the undersigned **or such children** and all their personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned or such children **whether caused by the negligence of the releasees or otherwise** while the undersigned or such children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with GYMSTARS.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them, from any loss, liability, damage, or cost they may incur due to the presence of the undersigned or such children in, about or upon the premises of GYMSTARS, or in any way observing, or using the facilities, or equipment thereon, or participating in any program affiliated with GYMSTARS, **whether caused by the negligence of releasees or otherwise.**

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to the negligence of releasees or otherwise while in, about or on the premises of GYMSTARS and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with GYMSTARS.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, AND FURTHER AGREES THAT NO ORAL MODIFICATIONS, REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I HAVE READ THIS RELEASE.

\_\_\_\_\_  
Name of Participant in Program

\_\_\_\_\_  
Print Applicant or Parent Name

\_\_\_\_\_  
Name of Participant in Program

\_\_\_\_\_  
Signature of Applicant or Parent

\_\_\_\_\_  
Name of Participant in Program

\_\_\_\_\_  
Date

Event \_\_\_\_\_