



Tumbling, Gymnastics & Cheer



xtreme

Release of Liability and Assumption of Risk

- 1. Voluntary Participation:** I acknowledge that I have voluntarily applied for my child to participate in Tumbling, Gymnastics, Cheerleading, Cheernastics, Baseball, Football, Softball, Soccer, and Other Related Activities at the premises of NXS Tumbling Inc. (hereinafter "NXS"). I also acknowledge that I have voluntarily applied for my child to participate on ALL apparatuses/equipment, on the premises of NXS.
- 2. Assumption of Risk:** I am aware that Tumbling, Gymnastics, Cheerleading, Cheernastics, Baseball, Football, Softball, Soccer, and Other Related Activities are potentially dangerous activities which carry risks that include (but are not limited to) muscle strains and tears, broken bones, and severe injuries such as permanent paralysis or death. I am voluntarily applying for my child to participate in these activities with knowledge of the danger involved. I am aware that the: Rock Wall, Bouncer with Slide, Trampoline, Rope, Rings, Bars, Beam, Spring Floor, Vault Table, Foam Pit, Pitching Machines, Hitting Cages, Pitching Cages, and Other Related Apparatuses/Equipment are potentially dangerous apparatuses/equipment, and carry risks that include (but are not limited to) muscle strains and tears, broken bones, and severe injuries such as permanent paralysis or death. I am voluntarily applying for my child to participate on all apparatuses/equipment with knowledge of the risk of danger involved. On behalf of my child, I hereby agree to accept any and all risks of my child's injury, relating to any NXS program and agree to hold harmless and indemnify NXS for and from and claims relating to any such injuries.
- 3. Appearance Clause:** By my signature below, I am willingly and knowingly granting permission for NXS to use my son / daughter's picture, video, image, and / or any other media / imagery etc. in future advertisement and literature etc. for NXS and events sponsored and conducted or participated by NXS, and release, hold harmless and indemnify NXS for and from any and all claims relating to such usage.
- 4. Release:** As consideration for NXS agreement to allow my child to participate in these activities listed above, and use all apparatuses/equipment listed above, and use related facilities, I hereby agree on behalf of my child that my child and my child's assignees, heirs, distributees, guardians, and legal representatives will not make claim against, sue, or attach the property or assets of NXS Tumbling Inc. as a result of injury or damage resulting from the negligence or other acts, howsoever caused, by directors, officer, shareholder, insurer, employee, agent, instructor, coach, member, manager, apparatus, piece of equipment, or contractor of NXS as a result of my child's participation in cheernastics, cheerleading, tumbling, birthday parties or other related activities. I hereby release NXS and its directors, officer, shareholder, insurer, employees, agents, instructors, coaches, members, managers, or contractors, from all actions, claims, or demands that my child and my child's assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury or damage of any kind resulting from my child's participation in cheernastics, cheerleading, tumbling, and related activities. I also hereby release NXS and its directors, officer, shareholder, insurer, employees, agents, instructors, coaches, members, managers, or contractors, from all actions, claims, or demands that my child and my child's assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my child's participation on the Rock Wall, Bouncer with Slide, Trampoline, Rope, Rings, Bars, Beam, Spring Floor, and other Related Apparatuses/Equipment. Furthermore, the undersigned shall hold harmless and indemnify NXS from any and all claims of any such injury or damage hereinabove referenced, including death, whether foreseen or unforeseen.
- 5. Refund/Cancelation Policy (NXS Dugout):** If you cancel your rental 48 hours before the scheduled rental, a credit will remain on your Dugout account. If you cancel your rental less than 48 hours before the scheduled rental, no credit or refund will be given. Single cage rentals are non-refundable. Package purchases are non-refundable. Package credits also expire 1 month from purchase. If you do not schedule your package credits within one month of purchase, your package credit will expire. There will be no refund for expired package credits. Memberships are non-refundable. Memberships require a 3 month commitment. Membership credits expire one month after they are given. There are no refunds for unused membership credits.
- 6. Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution (with the exception of Parent's non-payment of Parent's financial obligations hereunder). Consequently, in the event that Parent and NXS are unable to resolve claims, disputes or other matters between themselves, they shall submit to mediation unless the parties mutually agree otherwise, except as otherwise provided herein, which mediation shall be administered by the American Arbitration Association or a mediator independently selected by the parties or their counsel. Any requests for mediation shall be made in writing, delivered to the other party to this agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution, but in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of ninety (90) days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order. The parties shall equally share the mediator's fee and any other costs directly associated with such mediation. Said mediation shall occur in Shelby County, Alabama, except as maybe otherwise mutually agreed by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. In the event that mediation is unsuccessful, the parties shall submit to binding arbitration.

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7. **Arbitration:** If arbitration becomes necessary as a method for binding dispute resolution under the terms of this agreement, any claim, dispute or other matter in question arising out of or related to this agreement, subject to, but not resolved by mediation, shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with the arbitration rules thereof which are in effect on the date of this agreement. A demand for arbitration shall be made in writing, delivered to the other party of this agreement and filed with the person or entity administering the arbitration. A demand for arbitration shall be made no earlier than concurrently with the conclusion of any required mediation. For statute of limitations purposes, receipt of a written demand for arbitration by a person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. The decision or award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

8. **Agreement:** This Agreement, as well as "other related documents" referenced in Section 3 above, constitute the entire agreement between the parties, and shall be binding upon the parties, as well as their respective directors, officers, shareholders, agents, successors, assigns or personal representatives. Additionally, in the event that any provisions of this document or "other related documents" hereinabove referenced shall be unenforceable, said unenforceable provision shall be stricken from the body of this agreement or any other related documents, and the balance of this agreement or other related documents shall be enforced, accordingly.

9. **Knowing and Voluntary Execution:** I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME, ON BEHALF OF MYSELF OR MY CHILD, AND NXS TUMBLING INC., AND SIGN IT OF MY OWN FREE WILL.

Parent/Guardian: _____
Print Name

Phone #

Email

Signature

Date: _____

Participant's Name: _____

Participant's Name: _____

Participant's Name: _____