



WAIVER AND RELEASE OF LIABILITY

In consideration of my child being allowed to participate in the Spring Creek Athletics LLC's cheerleading and gymnastics programs, I, _____ (Parent/Guardian) on behalf of _____ (hereinafter referred to as "Child") hereby waive and release, indemnify, hold harmless and forever discharge Spring Creek Athletics LLC and its agents, employees, officers, directors, affiliates, teachers, coaches, members, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or Child ever had or may have, arising from or in any way related to Child's participation in any of the events or activities conducted by, on the premises of, or for the benefit of, Spring Creek Athletics LLC, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

Further, I am aware that gymnastics and cheerleading are vigorous sport activities involving height and rotation in a unique environment and as such they pose a risk of injury. I understand that gymnastics, cheerleading, and related activities always involve certain risks, including but not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and that the mats, pits, and other safety equipment and apparatus provided for my protection, including the active participation of a coach or teacher who will spot or assist in the performance of certain skills, may be inadequate to prevent serious injury. The risk of harm may be limited by all of the safety equipment and trained coaches, but never eliminated. I understand that my Child's participation in gymnastics and cheerleading and related activities involves activities incidental to active participation in gymnastics and cheerleading, including moving from event to event, conditioning, stretching and other activities which may leave my Child vulnerable to the reckless actions of other participants who may not have complete control over their actions or who may not see other students in the gym. My Child and I are voluntarily participating in this activity with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

In consideration of Spring Creek Athletics LLC permitting my Child to participate or practice cheerleading and to engage in all activities related to this sport, I, on behalf of myself, my Child and my Child's personal representatives, heirs, executors, administrators, agents, and assigns hereby voluntarily assume any and all risks associated with participation and agree to waive, absolve, indemnify, hold harmless and release Spring Creek Athletics LLC and its agents, employees, officers, directors, affiliates, teachers, coaches, members, successors and assigns from any and all liability, medical expense, claims, causes of action or demands of any kind of nature whatsoever which may arise by or in connection with my Child's participation in any activities related to the activities described above.

In case of an emergency, I hereby grant Spring Creek Athletics LLC personnel permission to administer first aid in case of injury and to authorize emergency medical treatment for my child if qualified medical personnel consider treatment necessary. This authorization is granted only if a parent or guardian cannot be reached and a reasonable effort has been made to do so. I represent and warrant that my Child is in good physical health and has passed a medical examination within the previous twelve months. I further represent and warrant that my child does not suffer from any physical disability that would limit or prevent my Child's participation. I agree to inform Spring Creek Athletics LLC in writing of changes in any information contained herein.

I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Texas and agree that if any portion is held invalid, the remainder of this Waiver and Release will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in Harris County, Texas. I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form, I, on behalf of myself, my Child, and my Child's personal representatives, heirs, executors, administrators, agents, and assigns am giving up legal rights and or remedies which may be available to me for the ordinary negligence of Spring Creek Athletics LLC.

I also consent to the use, by Spring Creek Athletics LLC, or anyone it authorizes, of any and all photographs, tapes, or other representations, and any reproductions thereof of my Child for the purpose of promotion (including sale, publication, display and exhibition) without compensation. The undersigned further consents to the use of the Child's name in connection with such materials, and agrees that such materials and negatives shall constitute Spring Creek Athletics LLC property, with full right of distribution.

Date

Printed Name of Child

Printed Name of Parent (Guardian)

Signature of Parent (Guardian)