

FLIPTASTIC - RELEASE AGREEMENT

Please accept

Participant: _____

Reference: GYMNASTICS DANCE CHEER OTHER: _____
(circle as applicable)

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING KAKE, INC. dba FLIPTASTIC AND ITS RESPECTIVE AGENTS AND AFFILIATES, (COLLECTIVELY "RELEASEES") FROM LIABILITY. THIS WAIVER AND RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

In consideration of the Releasees Participation, I hereby freely agree to and make the following contractual representations and agreements:

I acknowledge that gymnastics, dance, cheer or other is an inherently dangerous sport and fully realize the dangers of participating in the activity or activities referred to above and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation, the following: the dangers arising from surface hazards, equipment failure, THE RELEASEES' OWN NEGLIGENCE.

I acknowledge that due to the fact that I am a "Paid Participant" I am expressly excluded from any insurance coverage for general liability and otherwise that may be maintained by the Releasees.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors, in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE NOT TO SUE AND INDEMNIFY the Releasees and any promoting organizations, and property owners, and their respective agents, officers, and employees through or by which the events will be held, (the foregoing are also collectively deemed to be Releasees), FROM ANY and all rights and CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the activity or activities referred to above.

I agree it is my sole responsibility to be familiar with the Releasees' rules and any special regulations. I understand and agree that situations may arise which may be beyond the immediate control of the Releasees. I will comply with the requirements of any rule or regulations of KAKE, INC. dba FLIPTASTIC. I have no physical or mental condition which to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in this event.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention to this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a waiver of any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver or modification.

I am aware that individual and group publicity photos and videos are taken from time to time, and in consideration for my, or my child(ren's) participation, I hereby grant my permission for my, or my child's likeness, to be used by KAKE, INC. dba FLIPTASTIC publicity and advertising.

Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Today's date _____ Age _____

Participant's Name: _____

Street _____

City/State/Zip _____

Whom to Notify in Emergency _____ # _____ Phone _____

Medical Insurance _____

Parent Signature _____