

RISK ASSUMPTION AND WAIVER FORM

I, the undersigned, understand that the National Association of Intercollegiate Gymnastics Clubs (“NAIGC”) is hosting the **2010 NAIGC National Championships** on **April 8-10, 2010** (the “Event”) on the campus of Texas State University-San Marcos (the “University”).

In consideration for being allowed to participate in this Event, I knowingly:

- acknowledge that my participation in the Event is entirely voluntary;
- acknowledge that I will be solely responsible for my actions, conduct, and safety during the Event, including following all rules, regulations, and instructions.
- acknowledge that there are risks inherent in participation in the Event, including risk of serious bodily injury and death.
- acknowledge that the dangers and risks of participating in the Event may result not only in serious injury, but in a serious impairment of my future abilities to earn a living, to engage in other business, social and recreational activities and generally to enjoy life.
- acknowledge that the NAIGC cannot and does not represent that I will not be harmed during the Event;
- acknowledge that all bills for medical care and treatment as a result of my participation with the Event will be my responsibility;
- acknowledge that the NAIGC does not warrant or guarantee in any respect the physical condition of any of the equipment used in connection with this Event;
- represent to the NAIGC that I am physically and psychologically healthy enough to participate in the Event and do not have any health condition which would impair my ability to safely participate in the Event; and
- agree that if any provision(s) of this agreement is found to be unenforceable, such unenforceability shall not affect any other provision of this agreement, and this agreement shall be construed as if such unenforceable provision or provisions had never been contained herein.

On behalf of myself and my heirs and assigns, I knowingly and voluntarily assume all risks associated with the Event and forever release the NAIGC, its board of directors, officers, agents and sponsors and the University, its trustees, officers, employees, agents, students and sponsors from any and all responsibility or liability for personal injury, death or property damage sustained by me during or because of my participation in the Event, including damage caused by the negligence of the NAIGC, its board of directors, officers, agents and sponsors or the University, its trustees, officers, employees, agents, students and sponsors. I UNDERSTAND AND AGREE THAT BY SIGNING THIS FORM, I WAIVE AND FOREVER RELINQUISH ANY AND ALL CLAIMS THAT I MAY HAVE IN THE FUTURE, WHETHER KNOWN OR UNKNOWN, AND WHETHER ANTICIPATED OR UNANTICIPATED, ARISING OUT OF MY PARTICIPATION IN THE EVENT.

I understand and agree that if I am signing this form on behalf of my minor child, that: (i) I am personally representing that I am legally authorized to sign on behalf of the minor child, and (ii) I will be giving up the same rights for the minor as I would be giving up if I signed this document on my own behalf.

I understand that the NAIGC has permission to use videos and photographs of myself (individual or in a group) from the Event.

The undersigned expressly agrees that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas without regard to conflict of laws principles. The undersigned intends this to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature: _____

Date: _____

Name (Printed): _____

Parental Co-Signature (if under 18): _____

Name (Printed): _____

Team Name: _____