



WAIVER AND RELEASE

In consideration of the services of Spirit Factor, LLC (dba Fuel Athletics / Flux Dance Company), it's owners, agents, officers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Fuel Athletics / Flux Dance Company"), I hereby agree to release, discharge, and hold harmless Fuel Athletics / Flux Dance Company, on behalf of myself, my children, my parents, heirs, assigns, sponsoring agencies, advertisers, personal representative and estate as follows:

1. I understand and acknowledge that the activities that I or my child engage in while on the premises or under the auspices of Fuel Athletics / Flux Dance Company pose known and unknown risks which could result in injury, paralysis, death, emotional distress, or damage to me, my child, to property, or to third parties. The following describes some, but not all, of those risks:

Cheerleading, dance and gymnastics, including performances of stunts and use of trampolines entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Cheerleading, dance and gymnastics are vigorous sporting activities involving height and rotation in a unique environment and, as such, pose a significant risk of injury. Without a certain degree of risk, Cheerleading, dance and gymnastics students would not improve their skills and the enjoyment of the sport would be diminished. Cheerleading, dance and gymnastics expose participants to the usual risk of cuts and bruises, and other more serious risks as well. Participants often fall, sprain or break wrists and ankles, and can suffer more serious injuries to bones, joints and muscles, and serious neck and spinal injuries. Traveling to and from shows, meets, and exhibitions raises the possibilities of any manner of transportation accidents. In any event, if you or your child is injured, medical assistant may be required which you must pay for yourself. This agreement releases Fuel Athletics / Flux Dance Company from all liability regarding damages/injuries resulting from participation in our program/business.

2. I expressly agree and promise to accept and assume all of the risks, known and unknown, connected with Fuel Athletics / Flux Dance Company related activities, including but not limited to performance of stunts and use of trampolines. My participation and that of my child is purely voluntary. No one has forced or coerced me or my child to participate. I elect for myself and my children to participate in such activities in spite of the risks. If I observe any unusual and significant concern in my child's readiness for participation and/or in the Fuel Athletics / Flux Dance Company program itself, I will remove my child from participation and bring such issue to the attention of the nearest Fuel Athletics / Flux Dance Company personnel immediately.
3. I acknowledge the contagious nature of COVID-19 and other viruses and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 and other viruses by Fuel Athletics / Flux Dance Company related activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death.
4. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify Fuel Athletics / Flux Dance Company from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my child's participation in Fuel Athletics / Flux Dance Company related activities.
5. Should Fuel Athletics / Flux Dance Company be required to incur attorney/arbitration fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.
6. I certify that my child has health, accident, and liability insurance to cover bodily injury or property damage that may be caused or suffered while participating in this event or activity, or else I agree to bear the costs of such injury or damage to my child. I further certify that I am willing to assume and bear the costs of all risks that may arise or be created, directly or indirectly, through or by any such condition.
7. All claims and disputes arising under or relating to this agreement are to be settled by binding arbitration in the state of Florida. An award of arbitration may be confirmed in a court of competent jurisdiction. In the event that I file lawsuit against Fuel Athletics / Flux Dance Company, I agree to do so solely in the State of Florida and I further agree that the substantive and procedural laws in that state shall apply in any such action without regard to the conflict of laws rules thereof. I agree that if any portion of this agreement is found void or unenforceable, the remaining portions shall remain in full force and effect.
8. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation or the participation of any of my children in this activity, I may be found by court of law to have waived my right to maintain a lawsuit against Fuel Athletics / Flux Dance Company on the basis of any claim from which I have released Fuel Athletics / Flux Dance Company by signing this agreement.

In consideration of _____ (print minor's names) ("Minors") being permitted by Fuel Athletics / Flux Dance Company to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold Fuel Athletics / Flux Dance Company from any and all claims which are brought by, or on behalf of Minors and which are in any way connected with such use or participation by Minors.

I have had sufficient opportunity to read this entire document. I have read it and understand it. I agree to be bound by its terms.

Signature of Parent or Participant (if 18yrs+): _____

Print Name: _____ Date: _____

Email Address: _____