## GALAXY SPORTS GROUP, INC.

## WAIVER OF LIABILITY RELEASE AND INDEMNIFICATION

In consideration of Galaxy Sports Group, Inc. allowing the athlete to participate in sports activities, classes, competitions, team sports, gymnastics, dance, tumbling, pole-vaulting, sports camps, open gym, parents night out, summer and holiday day camps, cheerleading and stunting (hereinafter collectively referred to as "Athletic Activities"), I (and if I am not yet 18 years of age, my parents or guardians) agree to be bound as follows (the term "I" in this release refers to both the athlete and his or her parents/guardians):

- 1. Acknowledgement and Assumption of Risks: I understand that participation in Athletic Activities can be a very valuable experience for young people. Galaxy Sports Group, Inc. makes every reasonable effort to employ qualified coaches, supply athletes with proper equipment and facilities, and provide athletes with opportunities to develop and maintain physical fitness. I understand that the Athletic Activities involve risks of serious bodily injury, including permanent disability, paralysis, and death, which may be caused by the athlete's actions or inactions, those of others participating in the Athletic Activities, the condition in which the Athletic Activity takes place, the negligence of the "Released Parties" named below, or other scenarios that are unforeseeable at this time. I fully accept and assume all such risks and all responsibility for losses, costs, and damages that may result from the Athletic Activity. I hereby give my approval of and consent to the athlete's participation in the Athletic Activities.
- 2. Representation of Ability to Participate: I understand the nature of the Athletic Activities, and I represent that the athlete is qualified, in good health, and in proper physical condition to participate in the Athletic Activities. Should I ever believe that any of the above representations have become untrue, or if I should ever believe that the Athletic Activities are not safe or are no longer safe for the athlete, then it becomes my responsibility to immediately discontinue the athlete's participation in the Athletic Activities.
- 3. Release: I hereby voluntarily release, acquit, covenant not to sue, and forever discharge Galaxy Sports Group, Inc., its owners, shareholders, officers, administrators, employees, agents, volunteers, sponsors, advertisers, coaches and supervisors, and the owners or lessors of any facilities within which the Athletic Activities are conducted, their respected agents and employees, and all persons providing facilities or assisting in the conduct of the Athletic Activities.
- 4. <u>Indemnification</u>: I will defend, indemnify, and hold harmless the released parties from (that is, to reimburse and be responsible for) any loss or damage, including but not limited to, costs and reasonable attorneys' fees (including the cost of claim I might make or that might be made on my behalf of the athlete's behalf that is released in this document), arising out of or connected in any way with any and all of the released claims for personal injury, property damage, wrongful death, or any damages resulting from activities at Galaxy Sports Group, Inc.
- 5. <u>Photography and Video Release</u>: I am aware that individual and group publicity photographs and videos are taken from time to time and in consideration for my own child(ren)'s participation, I hereby grant permission to Galaxy Sports Group, Inc. to photograph and publish such photographs including those with my child(ren)'s likeness to be used in Galaxy Sports Group, Inc.'s website, brochures, advertisements and any other business promotion. I hereby waive all

- rights of privacy and/or compensation for me or my child for the public use of such photographs and video.
- 6. First Aid/Medical Care: I understand that employees of Galaxy Sports Group, Inc. are not trained or licensed physicians and are not qualified to diagnose or treat any medical condition. I hereby release any CPR/First Aid Certified employee of Galaxy Sports Group, Inc. to administer temporary first aid to my child in the event of injury or illness. Should my child require medical attention, I hereby authorize Galaxy Sports Group, Inc. to call an ambulance to transport my child to a licensed medical care facility at my expense. I agree that as the parent/legal guardian, it is my responsibility to provide medical/health insurance for my child(ren) involved in the Athletic Activities that I deem appropriate.

<u>Child Safety</u>: I understand that I am responsible for my child's behavior and safety while on the premises of Galaxy Sports Group, Inc., including in the gym area, lobby, waiting area, dining area, parking lots, restrooms, etc.

Membership Fee: I understand that there is an annual membership fee of \$40 for my child, and \$10 for an additional child.

I have read the Policies and Procedures for parents, spectators, and participants in the Athletic Activities and/or the Team Handbook, and agree to fully abide by all rules and conditions set forth therein and to accept judgment of the program officials in this regard.

I HAVE READ AND UNDERSTOOD THIS ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, REPRESENTATION OF ABILITY TO PARTICIPATE, RELEASE, INDEMNIFICATION, AND PHOTOGRAPHY AND VIDEO RELEASE. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM GIVING UP SUBSTANTIAL RIGHTS. I AM EXECUTING THIS DOCUMENT VOLUNTARILY AND WITH KNOWLEDGE OF ITS SIGNIFICANCE.

Parent or Guardian of:	 
Name of Parent or Guardian:	 -
Signature of Parent or Guardian:	 -
Date:	