

Attachment #3

THIS IS A RELEASE! PLEASE READ BEFORE SIGNING

LYNN UNIVERSITY
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT (RELEASE) MINOR

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

PLEASE READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF LYNN UNIVERSITY, INC. USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM LYNN UNIVERSITY, INC. IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND LYNN UNIVERSITY, INC. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Printed Name of MINOR: _____ Age: _____

USER's Name: Twister Gymnastics Boca Raton, Inc.

FACILITY's Name: de Hoernle Sports and Cultural Center

Type of Activity: Gymnastics tournament

Initials _____

Initials _____

Dates/Times: April 26, 2019, 9:00AM-10:00PM
 April 27, 2019, 8:00AM-11:00PM
 April 28, 2019, 8:00AM-11:00PM

In consideration of MINOR being allowed to participate in this Activity, I/we, the undersigned, understand that this Activity is an independent activity and that there is absolutely no requirement by the University that MINOR participate. I/We, understand that this Activity will not be covered by any University insurance and the University makes no endorsement or representation regarding the company that will provide the Activity. I/We, to the fullest extent permitted by law, for and on behalf of MINOR, hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage, or wrongful death occurring to MINOR as a result of participation in Activity, and/or any activities incidental thereto wherever or however the same may occur. To the fullest extent permitted by law, I/we, for myself/ourselves, MINOR, and our heirs, executors, administrators, and assigns hereby release, waive, discharge, and relinquish any action or causes of action, aforesaid, which may hereafter arise for me/us, MINOR, and/or our estate, and agree that under no circumstances will I/we, MINOR, or our heirs, executors, administrators, and assigns prosecute, present any claim for personal injury, property damage or wrongful death against LYNN UNIVERSITY, INC., its facilities, or any of its trustees, officers, instructors, employees, or agents (RELEASEES) for any of said causes of action, whether the same shall arise from the negligence of any said persons or otherwise, including while traveling to/from, or participating in Activity, or while in, on, upon or near the premises where Activity is being conducted.

IT IS MY/OUR INTENTION BY THIS INSTRUMENT TO EXEMPT AND RELIEVE LYNN UNIVERSITY, INC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH. I/We further hereby agree to indemnify and hold harmless RELEASEES, to the fullest extent permitted by law, from any loss, liability, damage, and costs, including court costs and attorneys' fees, that may incur due to MINOR'S participation in Activity, whether caused by the negligence of RELEASEES or otherwise.

I/We represent that MINOR has no physical condition that would prevent MINOR from participating in this Activity, and I/we represent that MINOR is in good health and physical condition. I/We, am/are, fully aware that there are risks and hazards, known and unknown, connected with the Activity, and I/we voluntarily assume those risks and hazards connected with MINOR'S participation in Activity. I/We understand that I/we are responsible for obtaining treatment for any injuries sustained by MINOR while MINOR is participating in the Activity.

I/We give our full permission to LYNN UNIVERSITY, INC. to use any photographs, videotapes, or other recordings of MINOR that are made during the course of this Activity.

As natural or legal guardian(s) of MINOR, I/we hereby bind myself/ourselves, MINOR, and our executors, administrators, heirs, next of kin, successors and assigns to the terms of this RELEASE. I/We represent that I/we have the legal capacity and authority to act for and on behalf of MINOR, and I/we agree to indemnify and hold harmless RELEASEES for any claims made or liabilities assessed against them as a result of any insufficiency of my/our legal capacity or authority to act for and on behalf of MINOR in the execution of the foregoing RELEASE.

I/We hereby authorize any licensed physician, medical technician, hospital or other medical or healthcare facility (Medical Provider) to treat MINOR for the purpose of attempting to treat or relieve any injuries received by MINOR arising out of or relating to any event sanctioned by LYNN UNIVERSITY, INC. I/We authorize any such Medical Provider to perform all procedures deemed medically advisable in

Initials_____

Initials_____

attempting to treat or relieve any such injuries and any related conditions of MINOR that may be encountered during the course of attempting to treat or relieve such injuries. I/We consent to the administration of anesthesia as deemed advisable during the course of such treatment. I/We realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment, and I/we assume any such risk for and on behalf of myself/ourselves and MINOR. I/We acknowledge that no warranty is being made as to the results of any medical treatment.

I/We expressly acknowledge that this RELEASE is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that this RELEASE shall be governed by and interpreted in accordance with the laws of the State of Florida, and venue for any legal proceeding or lawsuit shall be in Palm Beach County. I/We agree that in the event that any clause or provision of this RELEASE shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this RELEASE which shall continue to be enforceable.

Signature of Minor/Student: _____

Printed Name of Minor: _____

Minor/Student ID #: _____

Date: _____

PARENT/GUARDIAN #1

PARENT/GUARDIAN #2

Signature

Signature

Printed Name

Printed Name

Relationship to Minor

Relationship to Minor

Date: _____

Date: _____

Initials _____

Initials _____