

**RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In consideration for me or my child being permitted to participate in tumbling, interpretive dance, or other such activities as, from time to time may occur or may be offered by The Best Is Yet To Come, Inc., and for other good and valuable consideration, the undersigned hereby agrees to release and discharge The Best Is Yet To Come, Inc., its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (collectively referred to as "Releasees"), on behalf of myself, and my children, parents, heirs, assigns, personal representatives, and estate from any and all liability for negligence and for any injury or death which may occur as a result of such negligence and also agree as follows:

1. I acknowledge that the activities in which I am, or my child is, participating involve known and unanticipated risks which could result in physical or emotional injury, paralysis, permanent disability, death, and property damage. Risks may include, but are not limited to, cuts, bruises, broken bones, dislocated bones, paralysis, death, associated medical conditions resulting from participation in strenuous physical activity, and damaged clothing or other personal property. I understand that such risks simply cannot be eliminated, without jeopardizing the essential qualities of the activity.

2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate, despite the known and unanticipated risks. In addition, if any time I believe that event conditions are unsafe, supervision is insufficient, or I or my child become unable to participate due to physical or medical conditions, I will immediately notify Releasees and discontinue participation.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my or my child's use of Releasee's equipment or facilities, or arising from Releasees' negligence. This release does not apply to claims arising from intentional, tortious conduct on the part of Releasees. If any legal action shall be taken against Releasees for any claims, damages, or injuries, Releasees shall be entitled to recover from me for all expenses incurred in defending against such legal action, including court costs and reasonable attorneys' fees.

4. I represent that I have adequate health and/or liability insurance to cover any injury or damage I or my child may suffer or cause while participating in this activity or else I agree to bear the costs of such injury or damage myself. I further represent that I or my child have no injuries, medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such injuries or conditions.

5. This agreement, the interpretation thereof, and any action commenced against Releasees, whether in tort, contract, or otherwise, shall be governed and construed in accordance with the laws of the State of Illinois, and any court action which is initiated against Releasees shall be filed in the Sixteenth Judicial Circuit, DeKalb County, Illinois. This Agreement shall constitute the entire agreement between the parties and no oral statements shall be binding.

6. Any provision of this Agreement that may at any time be prohibited, or unenforceable by law, shall be ineffective only to the extent and for the duration of such prohibition, or unenforceability, and shall not invalidate the remaining provisions of this Agreement or the paragraph in which the unenforceable provision appears.

**By signing this document, I acknowledge and agree that if my child or I are injured or my property is damaged as a result of the negligence of Releasees, I will be prohibited from pursuing any legal action against Releasees whatsoever.**

I have had sufficient time to read this entire document and have been given the opportunity to consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to my child or I, or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity for my child or I to participate at the stated cost, in return for the execution of this Agreement is a reasonable bargain. **I have read and understood this document and agree to be bound by its terms.**

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Date \_\_\_\_\_

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT  
(Must be completed for participants under the age of 18)**

In consideration for \_\_\_\_\_ (print minor's name) being permitted to participate in the activities offered by The Best Is Yet To Come, Inc., I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which could be brought by or on behalf of minor, or are in any way connected with such participation by minor.

Parent/Guardian Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_