

# RELEASE and WAIVER

I acknowledge and I am aware that there are inherent and other risks, including those unknown and unanticipated, associated with training and competing in athletics that cannot be eliminated and can result in injury. **Therefore, I assume and accept full responsibility for the Risks, both known and unknown associated with the Services and for any and all injury, damage, and/or other loss suffered by me and/or from my negligence and/or other misconduct and/or that of others, in each case, associated with the services of TN Jumps.** I understand that TN Jumps' agreement to provide me with the services is contingent upon my knowing and voluntary execution of this agreement and that I am not permitted to receive services without executing this agreement. TN Jumps is entitled to and shall rely upon this Agreement.

**I hereby forever waive, release, relinquish, hold harmless, agree not to sue, and discharge TN Jumps and its respective members, managers, directors, officers, employees, contractors, representatives, attorneys, agents, affiliates, successors, assigns, designees, and licensees from any and all claims, losses, damages, liabilities, suits, causes of action, and/or expenses of any kind whatsoever for any injury, damage, and/or other loss arising out of or in any way connected with my receipt of services from TN Jumps.** In addition, I understand, acknowledge, and agree that should I suffer any injury, damage, and/or other loss arising out of or in any way connected with my receipt of the services from TN Jumps, I am solely and exclusively responsible and liable for any and all medical expenses incurred, and no coverage or insurance will be provided under any policy of insurance held by TN Jumps.

I understand, acknowledge, and agree that by signing this agreement, I and anyone acting on my behalf surrender our respective rights to make a claim against TN Jumps as a result of any injury, damage, and/or other loss suffered by me. This release includes claims resulting from TN Jumps negligence but not their gross negligence or willful, wanton, or criminal misconduct. This release includes Claims for personal injury, including but not limited to claims related to emergency or medical response, assessment or treatment, property damage, breach of contract, or any other claim.

This agreement shall be interpreted and enforced to the fullest extent allowed by law, and if any portion of this agreement is deemed unlawful, invalid or unenforceable, then it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect. This agreement is binding on and shall inure to the benefit of TN Jumps and me and their respective successors and assigns. All matters arising out of or relating to this agreement will be governed by and construed in accordance with the laws of the State of Tennessee without regard to conflicts of laws principles. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, state or federal courts sitting in Tennessee in any litigation arising out of this agreement or the Services.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE TN JUMPS AND ITS RELATED PARTIES.**

Athlete Name: \_\_\_\_\_ Signature: \_\_\_\_\_ date: \_\_\_\_\_

(if under 18)

Legal Guardian Name: \_\_\_\_\_ Signature: \_\_\_\_\_ date: \_\_\_\_\_