# DuPage Cheer & Power Tumbling Liability Release Form 2025-2026

***Please read carefully all information and fill out bottom of waiver completely. This waiver is for all teams, classes, birthday parties, clinics, camps, open gyms, private lessons, special events or gym rentals.***

DuPage Cheer & Power Tumbling (also referred to as DCA) is the DBA for Wheaton-Glen Ellyn Gymnastics, LLC and will be referred to as "DCPT" or "Company" throughout this form. In consideration of allowing the previously declared participant(s) to begin participation in DCPT activities, while on the premises and property of said center, the undersigned, for themselves and/or being the legal guardian of participant, acting on behalf of the participant, relate and hold harmless DCPT, its owners, officers, employees and agents of and from any and all liability, claims, demands and causes of action whatsoever, arising out of related to any loss, damage, or injury, including death, that may be sustained by the participant and/or the undersigned, while in or upon the permission which DCPT is conducted, or any premises under the control and supervision of DCPT, its owners, officers, employees or agents or in route to or from any of said premises, or while at any premises or place when activities sponsored by or participated in by DCPT, its owners, officers, agents or employees.

## ASSUMPTION OF RISK

Participation in physical activities can involve motion, rotation, and height in a unique environment and such carries with it a certain assumption of risk. I recognize that potentially severe injuries can occur in any activity involving height or motion, including tumbling and related activities including cheerleading, tumble tramp, trampoline, stunting, pyramids, dance, and physical activity in general. I understand that it is the express intent of all staff and personnel to provide for the safety and protection of said participant(s) and, in consideration for allowing participant(s) to use these facilities, I hereby **COVENANT NOT TO SUE and FOREVER RELEASE** this facility, affiliated and partner companies and organizations, property owners and lessors, staff, contractors, subcontractors, teachers, coaches, owners, directors and other members involved in this facility's program(s), from all liability and for any and all damages and injuries suffered by participant(s) during instruction, supervision, and/or control during any and all classes or extra activities. The undersigned and the participant(s) choose to voluntarily enter upon said premises under the control of said corporation, knowing their present condition and knowing that said condition may be come more hazardous and more dangerous during the time the participant(s) or the undersigned is upon said premises. The undersigned and the participant(s) voluntarily assume any and all risks of loss, damage, or injury that may be sustained by participant(s) and/or the undersigned or any property owner by them while on or upon said premises described above. The corporation may, but shall not be obligated to carry insurance on the participant(s) and the existence of insurance shall not change, alter, or increase the liability of the corporation to the participant(s) and the undersigned or afford the terms of this release. In signing the release, the undersigned acknowledges: a.) that he/she has read throughly and understands completely, the terms of registration and release and signs it voluntarily and b.) that the undersigned signing either for themselves or as legal guardian is, in fact, the true and legal guardian and has the consent of the participant(s).

## MEDICAL RELEASE

The undersigned gives permission for the DCPT owners, officers, employees, and/or agents to seek emergency medical treatment for the participant(s) in the event they are unable to reach any parent or guardian. The undersigned also agrees that they themselves will be responsible for any financial debit incurred by said action.

## MARKETING RELEASE

Occasionally, DCPT uses photos or videos of students in print ads, on its website, or other marketing mediums. I understand that my child's likeness may be used in such advertising. These images will be used for DCPT purposes only, and will not be given or sold to outside companies or individuals.

## PAYMENT AGREEMENT

I represent and warrant that if I am purchasing something or paying for a service from this facility or from other merchants through this facility that (i) any credit card or bank account draft (ACH Draft) information I supply is true and complete, (ii) charges incurred by me will be honored by my credit card company or financial institution, and (iii) I will pay the charges incurred by me at the posted prices, including any applicable taxes, fees, and penalties. I hereby authorize (if online payment is made or autopay information is provided) this facility to charge my ACH draft, or credit card account. I understand that a 15 day written notice is required to terminate monthly tuition billing and **I am responsible for payment whether or not my student attends classes until I notify this facility in writing to drop my student from class(es).** I understand monthly tuition will be charged on the 25th of the month prior. I also understand that if another form of payment was used prior to 25th of the month (cash or check), the card on file will not be charged for that month as payment was fulfilled. I understand that tuition is budgeted on a 47 week year which allows for holiday breaks and gym closures. We do not charge more for ”long” months nor do we charge less for “short” months. All members of DCPT are required to pay $35 annual membership fee ($55/family) on September 1st of each year (or upon registration). Should I dispute a charge through my financial institution, this will constitute a breach of contract possibly resulting in, but not limited to, penalties, additional fees, collection, legal action and/or termination of any and/or current and future services.

**BY SIGNING BELOW I AGREE THAT I HAVE READ AND UNDERSTAND THE ABOVE INFORMATION.**

**Child’s Name:**_____**M F Birthdate:**___/____/___

**Parent/Guardian Name:**_____**Relationship:**_____

**Cell Phone:**_____**Email:**_____

**Address:**_____**City:**_____**Zip:**_____

**Allergies/Medical Conditions:**_____

**Parent/Guardian Signature (***(or signature of participant if 18 or over)*_____**Date:**_____

**New Family(first time at gym)?: ____ Yes _____No How did you hear about us?**_____