



GYMNASTICS ENERGY WAIVER
INFORMED CONSENT AND ASSUMPTION OF
RISK AGREEMENT

Gymnastics Energy
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By executing this document, you will assume certain risks and responsibilities. PLEASE READ CAREFULLY

1) BINDING AGREEMENT

This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a participant in the sport of gymnastics and the activities, programs and services of Gymnastics Ontario and/or Gymnastics Energy (collectively the "Activities"), the undersigned, being the Participant and/or the Participant's Parent/Guardian (collectively the "Parties"), acknowledge and agree to the following terms:

2) DISCLAIMER

Gymnastics Energy and its directors, officers, committee members, members, employees, contractors, coaches, volunteers, officials, participants, agents, sponsors, landlords, owners/operators of the facility, and representatives (collectively the "Organization") are not responsible for any injury, property damage, death, expense, loss of income, damage or loss of any kind suffered by the Participant during, or as a result of, the Activities and the risks relating to the Activities.

3) ACKNOWLEDGEMENT OF RISKS

The Parties understand and acknowledge that the Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for minor injury, serious bodily injury, permanent disability, paralysis and loss of life.

4) VOLUNTARY PARTICIPATION

The Participant is participating voluntarily in the Activities. In consideration of the Participant's participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to, injuries from:

- a) Executing strenuous and demanding physical techniques in gymnastics;
- b) Dryland training including weights, running and massage;
- c) Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts;
- d) Exerting and stretching various muscle groups;
- e) Collisions with walls, any gymnastics apparatus, floors or mats;
- f) Falling, tumbling or hitting any gymnastics apparatus, the floor, mats or other surfaces;
- g) Physical contact with other participants (including spotters);
- h) Failure to properly use any gymnastic apparatus;
- i) Failure to participate within one's abilities;
- j) The mechanical failure of any gymnastic apparatus;
- k) Spinal cord injuries which may render me permanently paralyzed; and/or
- l) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's activities.

5) AGREEMENT OF PARTIES

In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:

- a) That the Participant's physical condition is appropriate to participate in the Activities;
- b) To comply with the rules and regulations for participation in the Activities.
- c) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of an Organization representative immediately.
- d) That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for the Participant in the Activities and the Parties affirm they have ascertained appropriate insurance to protect the Participant.

6) PHOTO RELEASE

By registering for our program, participants consent to allowing Gymnastics Energy, coaches, media, and visitors to take photographs, videotape or digital recordings of participants and to use these in any and all media, including (but not limited to) the Gymnastics Energy, Gymnastics Ontario and Gymnastics Canada websites and the related social media.

7) OTHER POLICIES

All participants must abide by Gymnastics Energy's code of conduct, which includes anti-bullying and harassment policies. Please see the office if you would like more details on these policies. While athletes will generally receive a replacement class or pro-rated pricing for classes cancelled due to in-house meets and events, class cancellations due to weather or other unforeseen events (e.g. facility issues) may happen from time to time and no refunds or alternative class will be provided in these situations.

8) RELEASE OF LIABILITY

In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree to freely accept and fully assume all such risks, dangers and hazards, and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the Participant's participation in the Activities and travel to and from the Activities.

9) AGREEMENT OF PARTIES ON LEGAL FORCE

The Parties expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect with no expiry.

10) ACKNOWLEDGEMENT

The Parties registering for Gymnastics Energy programs acknowledge that they have read this Agreement in its entirety and understand it, that they have executed this agreement voluntarily, and that this agreement is to be binding upon themselves, their heirs, next of kin, assigns, executors, administrators and representatives.

DATE: _____

ATHLETE NAME: _____

PARENT/GUARDIAN:
SIGNATURE: _____

PRINT NAME: _____

WITNESS:
SIGNATURE: _____

PRINT NAME: _____