

**NOTIFICATION AND ASSUMPTION OF RISK, CONSENT TO FIRST AID TREATMENT,
AND RELEASE OF LIABILITY AND WAIVER OF CLAIMS**

Club Name: Explosion Gymnastics (the "Gymnastics Club")

WARNING!

By signing this document you will waive certain legal rights, including the right to sue. Please read carefully.

Gymnastics Club's Programs are defined and include all multiple gymnastics related activities, including, but not limited to, the following:

Recreational/General Gymnastics; Kids Can Move; Women's and Men's Artistic; Trampoline & Tumbling; Acrobatics; Birthday Parties; Drop-In Sessions; Cheerleading; Urban Gymnastics (Parkour); Circus Training; General acrobatics and fitness; use of Trampolines and Foam Pits; use of all Blow up Air Devices; Sleepovers; Day Camps; Pre-Kindergarten Programs; Field Trips; and Similar activities. (Hereinafter collectively referred to as the "ACTIVITIES").

DESCRIPTION OF RISKS:

I am aware that the **ACTIVITIES** involve inherent risks, dangers and hazards, both known and unknown, that are associated with unique movement patterns and skills, which may, in some circumstances be executed on specialized apparatus, including Trampolines. I understand that similar risks are also inherent in using equipment associated with the ACTIVITIES, and any other devices, apparatus or attractions present at the facility. I understand the risk of negligence on the part of the Gymnastics Club and its employees, volunteers and representatives, including the failure on the part of same to take reasonable steps to safeguard or protect the participants from the risks, dangers and hazards, both known and unknown, of participating in the ACTIVITIES. **I acknowledge that personal harm or injury may be sustained during my/my child's involvement in the ACTIVITIES, including, but not limited to, broken bones, head / neck injuries, concussion, dislocations, tendon and ligament damage (including sprains), damage to teeth and dental work, spinal injuries (that could result in various degrees of paralysis), and death. I acknowledge and assume the potential risks and consent to my/my child's participation in the ACTIVITIES.**

CONSENT TO PARTICIPATION:

- I/my child have/has been informed that I/he/she is to abide by the rules and regulations including directions and instructions from the administrators, instructors, coaches, and supervisors as imposed on me/my child while participating in the ACTIVITIES.
- In the event that I/my child fails to abide by the rules and regulations imposed on me/my child while participating in the ACTIVITIES, disciplinary action may either require that I/he/she not participate in the ACTIVITIES, or that I will leave/be contacted to have my child picked up or transported home at my own expense.
- I acknowledge that I/my child am/is in good health, and in proper physical condition to participate in the ACTIVITIES, and I acknowledge it is my responsibility to notify the staff of any physical or mental concerns for me/my child which may affect my/my child's participation in the ACTIVITIES.
- I acknowledge that the ACTIVITIES may require an instructor, coach, employee or supervisor to perform some manual spotting which involves direct physical contact with me/my child and designed to assist the participant in the safe performance of the program skills, and I consent to same.
- I further acknowledge, understand, appreciate and agree that my/my child's participation may result in possible exposure to and illness from infectious diseases, including, but not limited to, MRSA, Influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my/my child's participation and exposure.

RELEASE OF LIABILITY AND WAIVER OF CLAIMS:

I confirm that I have read the above description of risks and understand the risks involved in participating in the Gymnastics Club's program and ACTIVITIES. I confirm that I voluntarily and freely accept all such risks and choose to participate/allow my child to participate in the Gymnastics Club's program and ACTIVITIES. I accept full responsibility for my own/my child's actions.

In consideration of being allowed to participate in the Gymnastics Club's program and ACTIVITIES, I hereby agree as follows:

To waive any and all claims that I have or may have in the future against, and to release and discharge from any and all liability, the Gymnastics Club, it's directors, officers, employees, consultants, agents, contractors, volunteers, and representatives, and their respective successors and assigns, or any of them in connection with or participation in the Gymnastics Club's program and ACTIVITIES (collectively, the "Releasees"), for any and all of the following:

Personal injury; Death; Property damage; and/or any other loss, damage or expense, arising from any cause whatsoever, including negligence (including, but not limited to, negligence caused by my own actions or inactions, those of others participating in the ACTIVITIES, the conditions in which the ACTIVITIES take place, or negligence of the Releasees), breach of contract, or breach of any statutory duty or other duty of care, on the part of the Releasees, and further including the failure on the part of the Releasees to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of participating in the Gymnastics Club's program and ACTIVITIES. I further agree to indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage or cost which any may incur as a result of a claim, brought by myself or anyone on my behalf, against any of the Releasees.

AUTHORIZATION OF FIRST AID IN CASE OF EMERGENCY AND INDEMNIFICATION OF COSTS:

I hereby authorize basic first aid to be delivered to me/my child by the Gymnastics Club's staff or other authorities. By administering first aid when required or requested, the Gymnastics Club in no way warrants or assumes any liability in relation to the administration of such basic first aid.

I further understand and agree that, in the case of an emergency, the Gymnastics Club assumes no responsibility or obligation relative to any cost or expense related to carrying out an emergency procedure and/or emergency transportation for me/my child and I agree to pay for such costs and expenses and shall indemnify and reimburse the Gymnastics Club for any such costs or expenses that it incurs.

I confirm and agree that this Notification and Assumption of Risk, Consent to First Aid Treatment, and Release of Liability and Waiver of Claims shall be governed by the laws of the Province of Alberta. I confirm and agree that if any portion of this Notification and Assumption of Risk, Consent to First Aid Treatment, and Release of Liability and Waiver of Claims is found to be void and unenforceable, the balance, notwithstanding, shall continue in full force and effect.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FOIP)

By signing below I consent to having the information in this document collected by The Directors of Explosion Gymnastics. The personal information requested on this form is collected under the authority of Explosion Gymnastics and Section 33 (c) of the FOIP Act to allow participation in programs. Certain personal information may be made available to federal and provincial government departments and agencies under appropriate legislative authority. Personal information is protected under the FOIP Act. I acknowledge that Explosion Gymnastics may take pictures and/or video of me and/or my child during my/his/her participation in the program/events/Activities, and that these may be utilized for advertising.

INFECTIOUS DISEASE

I acknowledge, understand, appreciate, and agree that participation may result in possible exposure to and illness from infectious diseases, including, but not limited to COVID-19. While rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others and assume full responsibility for participation and exposure and release the facility, its employees, officers and directors from any liability related thereto.

I understand this is a legal agreement; I agree to be bound by its terms, and I am aware that by signing this agreement I am waiving ALL legal rights against Explosion Gymnastics including the right to sue or claim compensation.

Printed First & Last Name of Participant

Participant's Date of Birth

Email

Printed Guardian's Name

Signature of Guardian

Today's Date

_ Emergency Phone Contact #1

Emergency Phone Contact #2