



## **Acknowledgment of Risk/Waiver of Liability**

*\*Please read, sign and bring waiver to the front desk. Children without waiver signed will not be able to participate.\**

My/Our child/children has/have no physical or health conditions that would limit his or her participation in athletic activities or present a known and undue risk of transmitting any virus and/or disease to other participants in these activities. I/We hereby give permission for my/our child/children to have their temperature(s) taken before participation in activities at Bay Area Gymnastics; participate in activities at Bay Area Gymnastics; and to work on all of the necessary equipment. I/We understand that Bay Area Gymnastics will keep confidential information regarding participants' temperatures and reserves the right to exclude individuals from participation in activities based on this information in accordance with its policies. I/We understand that Bay Area Gymnastics may inform other participants of any confirmed diagnosis of COVID-19 (or other transmittable virus/disease), to the extent they may have been unexposed, but will maintain confidentiality to the extent possible; I/we waive all privacy-related claims based on such disclosure(s). I/We assume all risks and hazards incidental to the conduct of this activity and transportation to and from this activity. In case of emergency, Bay Area Gymnastics staff has my/our permission to use their judgment with regard to treatment until I/we can be contacted. Moreover, I/we hereby authorize any qualified physician contacted to proceed with treatment. In case of emergency, I/we understand that my/our child/children will be transported to the nearest hospital by the local emergency resource if rescue squad deems necessary. I/We understand that I/we will be responsible for all medical and emergency transportation expenses. It is understood that in some medical situations, the staff will need to contact the emergency resources before contacting the parent or other adult acting on the parents' behalf. **Warning: Catastrophic injury, paralysis, or**

**death can result from improper conduct of this activity** I/We agree and consent that participation is voluntary and at each individual's own risk. I/We acknowledge that participation entails known and unknown risks that may result in physical injury; the transmission of virus and/or disease; or other injury, loss, or death of any participant(s). I/We understand that such risks simply cannot be eliminated. I/We knowingly, voluntarily, and expressly assume the risk of, and responsibility for, injury and damages. I/We specifically agree that the employees, owners, volunteers, and other agents of Bay Area Gymnastics ("the Released Parties") shall not be responsible for such injuries/damages, even if caused in whole or part by the negligence or fault of the Released Parties, whether such negligence is present at the signing of this Waiver or takes place in the future. This waiver and release does not apply to gross negligence or intentional torts by the Released Parties. To the extent allowed by applicable law, I/we agree that I/we will waive, release, discharge, covenant not to sue, and indemnify and hold harmless (from all damages and expenses, including attorney fees) the Released Parties from any and all claims for injury and damage that the child(ren) listed on this form suffer, even if the risk(s) arise out of the negligence or fault of the Released Parties. By executing this Agreement, I/we agree that the Released Parties shall not be liable for any damages arising from personal injuries sustained by the child(ren) listed on this form as a result of any and all activities related to participation in activities at Bay Area Gymnastics. By signing, I/we expressly state that I/we have had sufficient opportunity to read and consider this entire Waiver and ask any questions associated with it; agree that I/we have read and understood it and voluntarily agree to be bound by its terms; and acknowledge that this Waiver contains a waiver and release of claims. I/We agree that if any portion of this Waiver is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

## **Photo Waiver/Release**

Bay Area Gymnastics, will take photos for advertising or informational purposes. I/We hereby give Bay Area Gymnastics permission to use my child's/children's photos and likeness in all forms and media for advertising, portfolio, demo, trade, stock photography, editorial, altering without restrictions, and all other lawful purposes. I/We understand I/We are entitled to no compensation. I/We release the photographer all forms of claims and liability related to my photo usage. (This Policy Subject To Change Without Notice)

Child Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Gender: \_\_\_\_\_ Age: \_\_\_\_\_

DOB: \_\_\_\_\_

Child Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Gender: \_\_\_\_\_ Age: \_\_\_\_\_

DOB: \_\_\_\_\_

Parent Last Name : \_\_\_\_\_ First Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_

Date \_\_\_\_\_