

GYMNASTICS CANADA
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
(FOR THOSE 18 YEARS OF AGE AND OLDER)

WARNING!

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

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant in the programs, activities and events of Gymnastics Canada for the _____ year, the undersigned acknowledges and agrees to the following terms:

Disclaimer

2. Gymnastics Canada and its directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the sport of gymnastics and any program, activity or event of the Organization, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

☐ *I have read and agree to be bound by paragraphs 1 and 2.*

Description of Risks

3. I am participating voluntarily in the sport of gymnastics and the activities, events and programs of the Organization. In consideration of my participation in the sport of gymnastics and the programs, activities and events of the Organization, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the sport of gymnastics and the programs, activities and events of the Organization. The risks, dangers and hazards include, but are not limited to, injuries from:
- a) Executing strenuous and demanding physical skills 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/or 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 whose role is to enhance safety and learning);
 - h) Failure to properly use any of the gymnastics apparatus;
 - i) Failure to participate within one's abilities;
 - j) The mechanical failure of any of the gymnastics 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.
4. Furthermore, I am aware:
- a) That injuries sustained can be severe;
 - b) That I may experience anxiety while challenging myself during the activities, events and programs;
 - c) That my risk of injury is reduced if I follow all rules established for participation; and
 - d) That my risk of injury increases as I become fatigued.

Release of Liability

5. In consideration of the Organization allowing me to participate, I agree:
- a) That my physical condition has been verified by a medical doctor to participate in the sport of gymnastics and in the activities, events and programs of the Organization;
 - b) To assume all risks arising out of, associated with or related to my participation;
 - c) To waive any and all claims that I may have now or in the future against the Organization;
 - d) To freely accept and fully assume all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Organization; and
 - e) To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of my participation in the activities, events and programs of the Organization, due to any cause whatsoever, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence or breach of any duty of care of the Organization.

☐ *I have read and agree to be bound by paragraphs 3 -5.*

Acknowledgement

6. I acknowledge that I have read this agreement and understand it, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

Name of Participant (Please Print)

Signature of Participant

Date