

Open Gym Waiver for 2011

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT") © Pending

In consideration of participating in *Tiny Tots & Tumblers Gymnastics dba Junior Olympic Gymnastics*, I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity.

I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue *Tiny Tots & Tumblers Gymnastics dba Junior Olympic Gymnastics*, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Medical History/Consent to Treat

If there is any health or medical history that *Tiny Tots & Tumblers* should be aware of (past injury, illness, allergic reaction to medication), it is the parents duty to inform the staff of *Tiny Tots and Tumblers*. By signing this waiver, your are giving the staff at *Tiny Tots & Tumblers DBA Junior Olympic Gymnastics* permission to take emergency procedures that they deem necessary in the event that your child is hurt. This includes calling an ambulance if necessary. In addition, I hereby authorize any duly authorized doctor, emergency medical technician, hospital or other medical facility to treat said minor for the purpose of attempting to treat or relieve any injuries received by said minor while he/she was a participant or observer at *Tiny Tots and Tumblers DBA Junior Olympic Gymnastics*. I authorize any licensed physician to perform any procedure which he/she deems advisable in attempting to treat or relieve any injuries or any related unhealthy conditions of said minor that he/she may encounter during necessary operation. I consent to the administration of anesthesia as deemed advisable by any licensed physician. I realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment, and I assume any such risk on the behalf of myself and said minor. I acknowledge that no warranty is being made as to the results of any treatment.

I understand and willingly sign the waiver attached:

X _____ date _____

Parents Name Printed: _____ **Child's Name:** _____

Phone #: cell _____ home: _____

Emergency contact (name) _____ **(number)** _____