

Birthday Party Participant Name: _____
Birthday Party Date: _____



Consent, Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

I agree and understand that the participant named on this form, a minor pursuant to the Age of Maturity and Accountability Act, has my permission to participate in the program/activity or series of programs/activities indicated on this form. As the Parent or Legal Guardian of the participant registered in the KW Birthday Party, hereby release, waive and disc I and the participant agree to indemnify and hold harmless the KW Gymnastics from all claims, demands, actions and causes of action, loss, costs or damages that the KW Gymnastics may suffer, incur or be liable for in relation to any injury the participant may suffer or cause to others in connection with the participant's negligence or actions while the participant is participating in the program/activity or series of programs/activities. Furthermore, I and the participant hereby release, waive and discharge the KW Gymnastics Centre from all liability to our heirs, executors, administrators for all the loss of damage and any claim or demands for such loss or damage due to injury to person or property.

By signing this agreement, I and the participant understand that the participant will be assuming injury and certain legal risks. I, as Parent or Legal Guardian of the participant, confirm that I understand and agree to the conditions contained in this agreement prior to signing it.

Furthermore, I confirm that I have received the Conditions of Participant and I agree to abide by the terms and conditions outlined therein.

KWGC Birthday Party Policies

We want the children to have a wonderful experience at the party, which means, of course, a safe one! Our party Head Coach will review the safety rules with the group before activities begin, but there are a few things you should be aware of:

Parents/Spectators are requested to stay in the viewing area or with the party.

Parents may have a few minutes for picture time at the end of the party.

No Flash Please, they pose a safety hazard for athletes that are training.

No food/drinks are to be brought into the facility at this time (water bottles may be brought into the party room and gym).

Effective Wednesday September 22, 2021, all persons over the age of 18 entering the facility will be required to show proof of full vaccination for COVID-19 and ID. Anyone over 18 years of age who arrives and does not have proof of Vaccination AND ID will not be able to enter the facility. Exceptions From Having to Provide Proof of Vaccination: Patrons with a medical exemption and a written document from a physician (designated MD) or registered nurse extended class or nurse practitioner.

*Written documentation must be presented each visit,

I have read and agree to the terms and conditions of KWGC Birthday Party Policies.

Signature _____

Date: _____

GYMNASTICS ONTARIO and Kitchener Waterloo Gymnastics Club

INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT 2021-2022

WARNING! Please read carefully

By signing this document, you will assume certain risks and responsibilities

Participant's Name: _____

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant in the sport of gymnastics and the spectating, orientation, instruction, activities, competitions, programs, and services of Gymnastics Ontario and Kitchener

Waterloo Gymnastics Club (collectively the "Activities"), the undersigned, being the Participant and the Participant's Parent/Guardian

(if Participant is under 18 years old), (collectively the "Parties"), acknowledge and agree to the terms outlined in this document.

2. Gymnastics Ontario, Kitchener Waterloo Gymnastics Club, and their respective Directors, Officers, committee members, members,

employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities

take place, and representatives (collectively the "Organization").

€ We have read and agree to be bound by paragraphs 1 and 2 Description and Acknowledgement of Risks

3. The Parties understand and acknowledge that:

a) 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 serious bodily injury.

b) The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online

training) which have different foreseeable and unforeseeable risks than in-person programming.

c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the

Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental

conditions, and the equipment being used might malfunction.

d) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is

contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the

Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, participating in the

Activities could increase the Participant's risk of contracting COVID-19.

4. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge

that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers, and hazards. The risks, dangers and

hazards include, but are not limited to:

a) Privacy breaches, hacking, technology malfunction or damage.

b) Executing strenuous and demanding physical techniques and exerting and stretching various muscle groups.

c) Vigorous physical exertion, strenuous cardiovascular workouts, and rapid movements.

d) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment or apparatus.

e) Failure to follow instructions or rules.

f) Serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the Participant's body or to the

Participant's general health and well-being.

g) Abrasions, sprains, strains, fractures, or dislocations.

h) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma.

i) Physical contact with other participants, spotters, spectators, equipment, and hazards.

j) Collisions with walls, any gymnastics apparatus, floors, or mats.

k) Falling, tumbling, or hitting any gymnastics apparatus, the floor, mats, or other surfaces.

l) Failure to act safely or within the Participant's ability or designated areas.

m) Negligence of other persons, including other spectators, participants, or employees.

n) Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities.

o) Contracting COVID-19 or any other contagious disease.

€ We have read and agree to be bound by paragraphs 3 and 4 Terms

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

a) That when the Participant practices or trains in their own space, the Parties are responsible for the Participant's surroundings

and the location and equipment that is selected for the Participant.

b) That the Participant's mental and physical condition is appropriate to participate in the Activities and the Parties assume all

risks related to the Participant's mental and physical condition.

c) That the Participant may experience anxiety while challenging themselves during the Activities.

d) To comply with the rules and regulations for participation in the Activities.

e) To comply with the rules of the facility or equipment.

f) The risks associated with the Activities are increased when the Participant is impaired, and the Participant will not participate

if impaired in any way.

g) That COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19.

6. In consideration of the Organization allowing the Participant to participate, the Parties agree:

a) That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in

brochure or advertisement or in individual conversations, to agree to participate in the Activities.

b) That the Organization is not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may

occur as a result of the Activities; and

c) That this Agreement is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any

portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

7. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the Province of

Ontario.

€ We have read and agree to be bound by paragraphs 5 to 7 Acknowledgement

8. The Parties acknowledge that they have read this Agreement and understand it, that they have executed this Agreement voluntarily,

and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors,

administrators and legal or personal representatives.

Name of Participant (print) Signature of Participant Date of Birth

Name of Parent or Guardian (print) Signature of Parent or Guardian

Date