

Kids Supergym Participant Agreement

GYMNASTICS ONTARIO and KIDS SUPERGYM AURORA
INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT



* Indicates required question

Participant's Name: *

Your answer



This is a required question

Birthday Party Child's/Host's Name & Date of Party *

Your answer

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 Kids Supergym Aurora (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, Kids Supergym Aurora, 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



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.

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

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Kids Supergym Participant Agreement



* Indicates required question

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 paragraph 7

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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 *

Your answer

Participant Date of Birth *

Date

yyyy-mm-dd

Name of Parent or Guardian *

Your answer



You have read and agree to all of the paragraphs 1 to 8 *

Yes

No

Electronic Signature of Parent or Guardian *

Your answer

Today's Date *

Date

yyyy-mm-dd

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