

PARTICIPATION IN ALL PROGRAMS AT IMPACT GYMNASTICS

Impact Gymnastics
Child Waiver and Release Form
913.438.4444

Child Information

Date: _____

Child's Name: _____ Age: _____ Birthdate: _____

Parent or Legal Guardian's Name: _____ Phone Number: _____

Address: _____

Emergency Contact & Phone: _____/_____

Any intolerance to drugs or medication? _____ Any medication that is taken regularly? _____

Please list any current or previous health problems/conditions that may affect the child's physical activity:

Waiver & Release

- In consideration of participating at Impact Gymnastics, LLC, 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 or I am unable to safely perform any activity, I will immediately discontinue participation in the activity. I fully acknowledge, understand, appreciate and agree, 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 further acknowledge, understand, appreciate, and agree that my participation may result in possible exposure to and illness from infectious diseases, including, but not limited to, MRSA, Influenza, and COVID19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation and exposure. I understand that any illnesses, injuries or property damage while participating in the programs, that injury of loss will not be covered or reimbursable by Impact Gymnastics. I hereby waive all claims, on behalf of myself and my minor child, now or in the future, for any such damages. I assume full responsibility for all liability in connection with such damages, and agree to indemnify Impact Gymnastics and Impact Gymnastics staff against any and all such claims and related costs, including claims by my minor child that may be brought after attaining majority.
- I hereby release, discharge, and covenant not to sue Impact Gymnastics, LLC, Kristin Birdsong, its members, administrators, directors, agents, officers, volunteers, employees, contractors, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, 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 further 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, defend, and hold harmless each of the RELEASEES from any loss, liability, damage, or cost, which any may incur as the result of such a claim. I hereby waive all claims, on behalf of myself and my minor child (including claims that may be brought after attaining majority), now or in the future, for any such damages and hereby release and discharge IMPACT GYMNASTICS and the IMPACT GYMNASTICS Staff from any and all liability for any such damages.
- I have read and understand the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, and I 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. I agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.
- I, hereby covenant and promise that I am the minor's parent and/or legal guardian, and on behalf of myself and the minor, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I further understand the risk of exposure to injury and/or infectious diseases, for myself and my child, as a participant, spectator at events, classes or our presence at the facility. I hereby release, discharge, covenant not to sue and AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS each of the RELEASEES from all liability, claims, demands, losses or damages on the minor's or my account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including, but not limited to injury, negligent rescue operations, and/or exposure to infectious diseases and I further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above RELEASEES, I WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS each of the RELEASEES from any litigation expenses, attorney fees, loss liability, damage, or cost which any RELEASEE may incur as the result of any such claim.
- I fully understand that none of Impact Gymnastics staff members are physicians or medical practitioners of any kind. With the above in mind, I hereby release and grant permission to Impact Gymnastics staff members to render temporary first aid to me and my minor child in the event of any injury or illness, and if deemed necessary by Impact Gymnastics staff to call a doctor to seek medical help, including the calling of an ambulance.
- Impact Gymnastics has my permission to use my or my child's photograph publicly to promote the business. I understand the images may be used in print publications, online publications, presentations, websites, social media or trainings. I hereby grant Impact Gymnastics the unconditional right to use the voice and likeness of my minor child in connection with any publications or materials (whether print or digital), audio/visual productions, website and social media. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use. I further agree to hold Impact Gymnastics free and harmless from all claims arising from the use of said photographs, audio and video recordings when used within the scope described above.

Signature of Parent/Legal Guardian

Date