



# Alpha Gymnastics Academy Inc.

## Home of The 2008 Olympian

1565 Lauzon Rd., Windsor, On N8S3N4  
P: 519 968 3545  
www.gymacademy.ca /alpha@gymacademy.ca

### Birthday Party Participant Waiver (Under 18 years old)

Participant's Full Name: \_\_\_\_\_ Birthday: MM / DD / YYYY  
Phone Number \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Postal Code \_\_\_\_\_  
Family E-mail \_\_\_\_\_ Date of the event \_\_\_\_\_

### INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT (To be executed for Participants under the Age of Majority)

**WARNING! By signing this document, you will assume certain risks and responsibilities. Please read carefully, and initial the boxes.**

Please Note that you **MUST** be 18 years old to sign a Liability Waiver. If you are not 18 years old please ask your parent or legal guardian to complete this process.

1. This is a binding legal agreement; therefore, clarify any questions or concerns before signing. As a participant in the spectating, orientation, instruction, activities, programs, and services of Alpha Gymnastics Academy Inc. (collectively the Activities), the undersigned, being the Participant and the Participant's Parent/Guardian (collectively the Parties), acknowledge and agrees to the following terms:

#### Disclaimer

2. Alpha Gymnastics Academy Inc., and its owners, directors, officers, employees, contractors, volunteers, officials, participants, and agents, (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss suffered by the Participant during, or as a result of, the Activities, unless arising from the negligence of Alpha Gymnastics Academy Inc.

#### Description of Risk

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 danger that no of care, caution or expertise can eliminate, including without limitation, the potential for physical or emotional injury, damage to property or third parties, serious bodily injury, permanent disability, paralysis and loss of life; and

b) The Organization has a difficult task to ensure safety, but it is not infallible. The Organization may be unaware of your fitness or abilities, may misjudge, whether or environmental conditioning, may give incomplete warnings or instructions and the equipment being used might malfunction.

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 associated with or related to the Activities and the Participant may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:

a) Death, serious neck and spinal cord injuries which may render me permanently paralyzed or brain damage; b) Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of body or to my general health and well-being; c) Sprains, abrasions, strains, fractures, or dislocations; d) Concussion or other head injuries, including but not limited to closed head injury or blunt head trauma; e) Physical and cardiovascular exertion, and rapid movements and stops; f) The failure to properly use any piece of equipment; g) The mechanical failure of any trampoline apparatus or equipment; h) Physical contact with other participants (including spotters), spectators, equipment, and hazards; i) Failure to act safely or within my own ability or within designated areas; j) Dryland training including weights, running and massage; k) Collisions with walls, any trampoline apparatus, floor or mats; l) Falling, tumbling or hitting any trampoline apparatus, the floor, mats or other surfaces; and m) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's activities.

#### Terms

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

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

a) That the Participant's physical condition is appropriate to participate in the Activities and to assume all risk related to the participant's medical or physical condition(s); b) To comply with the rules and regulation for participation in the Activities; c) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of an Organization representative immediately; d) That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property other insurance for the Participant in the Activities and they affirm that they have ascertained appropriate insurance to protect the Participant; e) The risk associated with the Activities are increased when the Participant is impaired, and the Participant agrees not to participate if impaired in any way; and f) That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitable and conditions of the Activity.

#### Release of Liability and Video/Photograph Release

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, advertisement, or in individual conversation, to agree to be involve in the Activities; and

b) To freely accept and fully assume all such risks, dangers and hazards, and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the Participant's participation in the Activities, unless arising from the negligence of Alpha Gymnastics Academy Inc.

c) Additionally I authorize Alpha Gymnastics Academy to utilize my child's name and/or photo or verbal representation by any media format including but limited to (i.e. videotaping, audio tape, interviews, photographs etc.) in the promotion of the programs of Alpha Gymnastics Academy. The undersigned gives Alpha Gymnastics Academy permission to share this information with third parties.

#### General

We have read and agree to be bound by paragraphs 5 and 6

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, Canada and further agree that the substantive law of Ontario will apply without regard to conflict of law rules.

8. The Parties expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

#### Acknowledgement

9. 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, assigns, estate, executors, administrators and legal or personal representatives. The Parties further acknowledge by signing this agreement they have waived the right of maintain a lawsuit against the Organization on the basis of any claims from which they have released herein.

I certify that I am the parent or legal guardian of the above minor

\_\_\_\_\_  
Name of the Parent or Guardian

\_\_\_\_\_  
Signature of the Parent or Guardian

\_\_\_\_\_  
Date