

**1742197 ONTARIO INCORPORATED, operating as SPARTAN GYMNASTICS (SPARTAN DISTRICT)
INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT**

WARNING! By executing this document you will assume certain risks and responsibilities. Please read carefully.

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing. As a Participant in the activities, programs and events of Spartan Gymnastics (Spartan District) (collectively the “Activities”), the undersigned, being the Participant and the Parent/Guardian of the Participant (collectively the “Parties”), acknowledge and agrees to the following terms.

Disclaimer

2. Spartan Gymnastics, and its directors, officers, shareholders, employees, coaches, contractors, agents, volunteers, participants, and representatives (the “Organization”) are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by a Participant during, or as a result of, the Activities.

We have read and agree to be bound by paragraphs 1 and 2

Description of Risks

3. The Participant is aware that the Activities, may be extremely difficult and hazardous even for well-conditioned athletes under the most favorable conditions.

4. The Participant is participating voluntarily in the Activities. In consideration of that participation in the Activities, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the Activities and may be exposed to such risks, dangers and hazards that could result in physical or emotional injury, paralysis, death or damage. The risks, dangers and hazards include, but are not limited to, injuries from:

- a) The risks, dangers and hazards particular to the Activities in which I am participating;
- b) Executing strenuous and demanding physical techniques in gymnastics, rock climbing and slacklining;
- c) Dryland training including weights, running and massage;
- d) Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts;
- e) Exerting and/or stretching various muscle groups;
- f) Collisions with walls, any gymnastics apparatus, floors or mats;
- g) Falling, tumbling or hitting any gymnastics apparatus or obstacle course equipment, the floor, mats or other surfaces;
- h) Physical contact with other participants (including spotters);
- i) Failure to properly use any gymnastic apparatus;
- j) Failure to participate within one’s abilities;
- k) Double bouncing, flipping, running and bouncing off walls;
- l) The mechanical failure of any gymnastics apparatus and/or other installations grouped as rock climbing, slacklining, obstacle course and basketball equipment;
- m) Spinal cord injuries which may render me or my child permanently paralyzed; and/or
- n) Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization’s activities.

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 Activities, the Parties agree:
- a) That the Participant’s physical condition has been verified to participant in the Activities by a medical doctor and no medical condition will be worsened by the Participant’s participation in the Activities;
 - b) That the Participant has been adequately trained for the Activities;
 - c) 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.

We have read and agree to be bound by paragraphs 5

Acknowledgement

6. 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, executors, administrators and representatives.

Printed Name of Participant

Signature of Participant (if applicable)

Date of Birth

Printed Name of Parent or Guardian

Signature of Parent or Guardian

Date

ELECTRONIC COMMUNICATION

I UNDERSTAND AND AGREE, that Spartan Gymnastics (Spartan District) will communicate with me via electronic means in order to inform me of upcoming events, programs, registration dates and other related activities. I hereby opt-in this communication option and give permission without expiration to Spartan Gymnastics (Spartan District) to communicate with me electronically, without limitation in frequency, via all the emails provided on my (my child’s) registration form. I understand that if I choose to opt-out of this option I will need to email Spartan Gymnastics (Spartan District) at info@spartangymnastics.com and request to be taken off the electronic communication distribution list.

Signed at this _____ day of _____, 20__.

Signature of Adult Participant or Parent/Guardian: _____

CONSENT FOR MEDICAL TREATMENT

I, _____ (name of participant or parent/guardian), on behalf of _____ (myself or name of child/ward), give permission to Spartan Gymnastics (Spartan District) to make decisions concerning medical care and treatment, and where necessary to authorize such care and treatment.

I understand that Spartan Gymnastics (Spartan District) will make every reasonable effort, in the circumstances, to contact _____ (Contact) at _____ (telephone) or me at _____ (telephone) regarding my or my child's/ward's medical status in the event medical care or treatment is required. In the event that _____ (Contact) or I cannot be reached, I hereby give my permission to the licensed physician, dentist, athletic therapist, nurse or other medical professional whose services might be required to provide medical care and treatment.

If I and/or my child/ward are injured, I acknowledge that I and/or my child/ward may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent/affirm that I have adequate insurance to provide coverage for such medical expenses. I understand and agree that Spartan Gymnastics (Spartan District) will not pay for any costs or expenses incurred by me if I and/or my child/ward are injured.

By signing here, I indicate that I have the understanding and capacity to communicate health care directives for my myself or my child/ward and that I am fully informed as to the contents of this document and understand the full import of this grant of powers to Spartan Gymnastics.

Date: _____ Signature of Guardian: _____

Guardian's relationship to participant (if applicable): _____

Witness: (Admin) Name : _____ Signature: _____

IMAGE CONSENT FORM AND RELEASE (OPTIONAL)

1. I hereby grant to Spartan Gymnastics (Spartan District) and its agents on a worldwide basis, the permission to take, use and copyright in their own name photographs, videotapes, digital and video images, films, voice recordings or any other likeness of me/my child/ward (collectively the "Images"), to use, transmit, publish and sell such Images, in any format, style, form or media. This consent will remain in effect in perpetuity.
2. I further agree that all Images, plates, negatives and masters relating to the foregoing will be owned by Spartan Gymnastics.
3. I hereby fully release, discharge, and agree to save harmless Spartan Gymnastics, for any and all claims, demands, actions, damages, losses or costs that might arise out of the collection, use or disclosure of the Images or taking, publication, sale, distortion of the Images, plates, negatives, and masters or any other likeness or representation of me/my child/ward that may occur or be produced in the taking of said Images or in any subsequent processing thereof, including without limitation any claims for libel, passing off, misappropriate of personality or invasion of privacy.
4. **I UNDERSTAND AND AGREE**, that I have read and understood the terms and conditions of this document. On behalf of me, my heirs and assigns, I agree that I am signing this document voluntarily and to abide by such terms and conditions.

Signed at this _____ day of _____, 20__.

Print Name of Participant: _____

Signature of Participant: _____

Signature of Parent/Guardian: _____

ACCEPTANCE OF TERMS AND CONDITIONS

In consideration of the acceptance of the Participant's participation in the Organization, I, _____ (name of participant or parent/guardian), on behalf of _____ (myself or name of child/ward) will:

1. Abide by the policies, rules and regulations of the Organization. The "Rules" are displayed at the front desk. I will request a copy of the rules at the time of registration. I acknowledge that policies, rules and regulations may change occasionally and it is my responsibility to familiarize myself and my child (if applicable) with the changes.
2. Accept sole responsibility for the Registrant's personal possessions and athletic equipment.
3. Be aware and acknowledge the possibility that peanuts or peanut-based foods may be brought into Spartan Gymnastics' facilities, and that my food products may, from time to time, come into contact with peanuts, nuts, or allergens. **The Organization is a facility that strives to prevent entry and use of peanuts and peanut-based foods**, however, the Organization cannot guarantee a completely peanut- free environment. I freely accept and fully assume all such risks and the possibility of personal injury, death, property damage, expense and related loss, including loss of income, related to contact with peanuts or peanut-based foods at Spartan Gymnastics (Spartan District). I am responsible at all times for making Spartan Gymnastics (Spartan District) aware of my peanut allergy, if any.
4. **I acknowledge that I have read, viewed or heard the rules governing my participation and/or my child/ward's participation in any game or activity at Spartan Gymnastics (Spartan District)(the "Rules"). I certify that I understand and have explained the Rules to my child/ward, if applicable. I acknowledge that failure to follow the Rules could result in my or my child's/ward's expulsion from Spartan Gymnastics (Spartan District) without monetary compensation.**

Signed at this _____ day of _____, 20__.

Print Name of Participant: _____

Signature of Participant: _____

Signature of Parent/Guardian: _____