MANITOBA GYMNASTICS ASSOCIATION

INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

# (FOR THOSE UNDER THE AGE OF MAJORITY)

**WARNING!**

**By signing this document you will waive certain legal rights, including the right to sue. Please read carefully.**

Participant’s Name: Date:

1. This is a binding legal agreement; therefore clarify any questions or concerns **before** signing. As a Participant in the sport of gymnastics and the programs, activities and events of Manitoba Gymnastics Association for the year, the undersigned, being the Participant and/or the Parent/Guardian of the Participant (collectively the “Parties”) acknowledges and agrees to the following terms:

# Disclaimer

1. Manitoba Gymnastics Association and its directors, officers, committee members, members, employees, volunteers, participants, agents and representatives (collectively the “Organization”) are not responsible for any injury, personal injury, illness, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, any program, activity or event of the Organization, caused by the risks, dangers and hazards associated with the programs, activities and events of the Organization.

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

# Description of Risks

1. The Participant is participating voluntarily in the sport of gymnastics and the activities, events and programs of the Organization. In consideration of my participation in the sport of gymnastics and the programs, activities and events of the Organization, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the sport of gymnastics and the programs, activities and events of the Organization and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:
   1. Executing strenuous and demanding physical skills in gymnastics;
   2. Dryland training including weights, running and massage;
   3. Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts;
   4. Exerting and/or stretching various muscle groups;
   5. Collisions with walls, any gymnastics apparatus, floors or mats;
   6. Falling, tumbling or hitting any gymnastics apparatus, the floor, mats or other surfaces;
   7. Physical contact with other participants (including spotters whose role is to enhance safety and learning);
   8. Failure to properly use any of the gymnastics apparatus;
   9. Failure to participate within one’s abilities;
   10. The mechanical failure of any of the gymnastics apparatus;
   11. Spinal cord injuries which may render me permanently paralyzed; and/or
   12. Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization’s activities.
2. Furthermore, the Parties are aware:
   1. That injuries sustained can be severe;
   2. That the Participant may experience anxiety while challenging themselves during the activities, events and programs;
   3. That the Participant’s risk of injury is reduced if they follow all rules established for participation; and
   4. That the Participant’s risk of injury increases as they become fatigued.

# Release of Liability

1. In consideration of the Organization allowing the Participant to participate, the Parties agree:
   1. That the Participant’s physical condition has been verified by a medical doctor to participant in the sport of gymnastics and the activities, events and programs of the Organization;
   2. To freely accept and fully assume all such risks, dangers and hazards and possibility of personal injury, death, property damage, illness, expense and related loss, including loss of income, resulting from my participation in such activities, events and programs;
   3. To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of the Participant’s participation in the activities, events and programs of the Organization.

***We have read and agree to be bound by paragraphs 3 -5.***

# Acknowledgement

1. 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.

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| --- | --- | --- | --- | --- | --- | --- |
| Printed Name of Participant |  | Signature of Participant |  |  | Date of Birth |  |
| Printed Name of Parent or Guardian |  | Signature of Parent or Guardian |  |  | Date |  |