



One Waiver per Individual

RELEASE OF LIABILITY; ASSUMPTION OF RISKS; AND COVENANT NOT TO SUE

THIS RELEASE IS A BINDING LEGAL CONTRACT, PLEASE READ IT CAREFULLY. THIS RELEASE SHALL BE CONTINUING BINDING UNTIL WITHDRAWN IN WRITING BY EITHER PARTY. THE SIGNATURE OF THE PARTICIPANT IS NOT REQUIRED IF THE PARTICIPANT IS LESS THAN TEN (10) YEARS OLD. IN ORDER FOR YOU TO PARTICIPATE IN ANY ACTIVITIES IN ANY WAY CONNECTED TO ELECTRIC CITY GYMNASTICS YOU MUST CERTIFY THAT YOU AGREE TO THE TERMS CONTAINED HEREIN:

Participant's Name: _____
Address: _____
City / State / Zip Code: _____
Birthdate: _____ Phone: _____ Date: _____
In Case of Emergency Notify: _____ Phone: _____
Email Address: _____

Electric City Gymnastics Rules

- Everyone must sign a waiver before entering the gym facility.
- Be aware of your neighbors. The gym can be very busy at times and it is YOUR responsibility to be aware of fellow gymnasts. No gymnastic activities directly above or below other gymnasts.
- No smoking or alcoholic beverages. No food or drinks in gym area.
- When attempting any acrobatic skill, a spotter is recommended.
- No unauthorized running or horseplay in the gym facility.

Electric City Gymnastics reserves the right to deny facility access to any individual or groups permanently or for a specified period of time for breach of contract in following the safety rules, or for any conduct that is viewed by Electric City Gymnastics as unsafe or inappropriate.

I have read and understand the above rules _____ (participant initial)

I have read and understand the above rules _____ (parent/guardian initial)

I, the undersigned, recognize the dangers inherent in gymnastics. I am voluntarily assuming all the risks since I wish to participate in gymnastics. I realize I am subject to injury from this activity, and that no form of preparing can remove all of the danger to which I am exposing myself. I am aware of the safety policy.

Dated

Signature of Participant

Printed Name

Dated

Signature of Parent or Guardian

Printed Name

PARTICIPANT AND PARENT OR GUARDIAN AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

In consideration of the services of Electric City Gymnastics, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ECG"), I hereby agree to release and discharge ECG, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate as follows:

I ACKNOWLEDGE THAT GYMNASTICS ENTAILS KNOWN AND UNANTICIPATED RISK, WHICH COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, DEATH, OR DAMAGE TO MYSELF, TO PROPERTY, OR TO THIRD PARTIES. I UNDERSTAND THAT SUCH RISKS SIMPLY CANNOT BE ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL QUALITIES OF THE ACTIVITY. THESE RISKS INCLUDE BUT ARE NOT LIMITED TO THE GROUND, OTHER USERS, OR BEING FALLEN ON BY OTHER USERS; ABRASIONS FROM THE WALLS, ROPES, PADS, GYMNASTIC EQUIPMENT OR THE FLOOR; EQUIPMENT FAILURE, SPOTTER FAILURES; ATTEMPTING SKILLS OUT OF CONTROL OR BEYOND ONES PERSONAL LIMITS; THE NEGLIGENCE OF OTHER GYMNASTS, VISITORS, PARTICIPANTS, OR OTHER PERSONS WHO MAY PRESENT;

MUSCULOSKELETAL INJURIES AND/OR OVER TRAINING; HEAD INJURIES; OR MY OWN NEGLIGENCE. _____(parent/guardian initial)
_____ (participant initial)

I EXPRESS, AGREE, AND PROMISE TO ACCEPT AND ASSUME ANY AND ALL RISKS RELATING TO THIS ACTIVITY. MY PARTICIPATION IN THIS ACTIVITY IS PURELY VOLUNTARY, AND I ELECT TO PARTICIPATE IN SPITE OF THE RISKS.
_____(parent/guardian initial)
_____ (participant initial)

I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS ECG FROM ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION, WHICH ARE IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THIS ACTIVITY OR MY USE OF ECG EQUIPMENT OR FACILITIES, INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF ECG _____(parent/guardian initial)
_____ (participant initial)

SHOULD ECG, OR ANYONE ACTING ON ITS BEHALF, BE REQUIRED TO INCUR ATTORNEY'S FEES AND COST TO ENFORCE THIS AGREEMENT, I AGREE TO INDEMNIFY AND HOLD THEM HARMLESS OF ALL SUCH FEES AND COSTS.
_____(parent/guardian initial)
_____ (participant initial)

I CERTIFY THAT I HAVE ADEQUATE INSURANCE TO COVER ANY INJURY OR DAMAGE THAT I MAY CAUSE OR SUFFER WHILE PARTICIPATING, OR ELSE I AGREE TO BEAR THE COSTS OF SUCH INJURY OR DAMAGE TO MYSELF. I FURTHER CERTIFY THAT I HAVE NO MEDICAL OR PHYSICAL CONDITIONS WHICH COULD INTERFERE WITH MY SAFETY IN THE ACTIVITY, OR ELSE I AM WILLING TO ASSUME AND BEAR THE COSTS OF - ALL RISKS THAT MAY BE CREATED DIRECTLY OR INDIRECTLY, BY ANY SUCH CONDITION.
_____(parent/guardian initial)
_____ (participant initial)

IN THE EVENT THAT I FILE A LAWSUIT AGAINST ECG, I AGREE TO DO SO SOLELY IN THE COUNTY OF ANDERSON, STATE OF SOUTH CAROLINA AND I FURTHER AGREE THAT THE SUBSTANTIVE LAW OF THAT STATE SHALL APPLY IN THAT ACTION WITHOUT REGARD TO THE CONFLICT OF LAW RULES OF THAT STATE.

_____ (parent/guardian initial)

_____ (participant initial)

In the event of an accident, if I should be unconscious or otherwise unable to make medical decisions for myself, I hereby grant the Released Parties permission to administer necessary first aid, and/or to solicit emergency medical services as deemed necessary. This authorization includes permission for emergency medical transportation to the nearest medical facility for additional medical treatment.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by court of law to have waived my right to maintain a lawsuit against ECG on the basis of any claim from which I have released it herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. **I ALSO CERTIFY, ON BEHALF OF MYSELF OR THE MENTIONED MINOR PARTICIPANT, WHOSE PARENT OR LEGAL GUARDIAN I AM.**

Date Signature of Participant

Print Name

Date Signature of Parent or Guardian

Print Name

Parent's or Guardian's Additional Indemnification, Consent

(Must be completed for participants under the age of 18)

In consideration of _____ ("Minor") being permitted by ECG to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ECG from any and all claims which are brought by, or on behalf of minor, and which are in any way connected with such use or participation by minor and that the Participant is of adequate physical health, maturity, ability and skill and voluntarily participates in the Activities. I give my permission for Participant to participate in the Activities and I execute this Assumption of Risk, Waiver and Release Agreement on his/her behalf. I give my permission to Electric City Gymnastics to use photographs of Participant for promotional purposes. This Agreement shall apply to and bind me and the Participant.

Date Signature of Parent or Guardian

Print Name

Office Use Only
 DL # Verified

The form needs to be signed in front of an Electric City Gymnastics' employee. If not signed in this manner it will need to be signed with a Notary Public present and will require the Notary's stamp.

Employee Initials _____ Date _____