

Twisters Gymnastics Release and Waiver of Liability, Assumption of Risk; and Indemnity Agreement

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 COVID-19. 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 hereby release, discharge, and covenant not to sue your business, it's 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 have read 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.

Printed Full Name of Participant(s) _____

PARENTAL CONSENT 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.

Dated: _____

Printed Name of Parent / Legal Guardian

Signature of Parent / Legal Guardian

COVID-19 MASKING GUIDELINES

It is understood that face coverings may be challenging for campers, particularly younger campers, in an all-day setting. Based on the updates and changes in New Jersey, the New Jersey Department of Health has revised the masking guidelines for the 2021 summer camp season.

ALL UNVACCINATED CAMPERS MUST BRING 2 MASKS TO CAMP EACH DAY

Indoors

- Unvaccinated campers are *strongly encouraged* to wear face coverings at all times, but particularly when physical distancing is difficult, unless (1) doing so is impracticable, such as when a camper is eating or drinking or (2) while the individual is in the water.

Outdoor Setting

- Campers are not required to mask, regardless of their vaccination status. Unvaccinated campers are encouraged to wear a mask in crowded outdoor settings or during activities that involve sustained close contact with other people who are not fully vaccinated.
- Vaccinated campers need not mask in indoor or outdoor settings. All vaccinated campers must provide a copy of their Vaccination Card to keep on file with the office.

Please Initial:

*****Select Option (1) or (2) for your child*****

(1) _____ My child ONLY needs to wear a mask when in crowded settings or during activities that involve sustained close contact with other campers, outside of his or her daily “family camp group” and who are not fully vaccinated.

(2) _____ My child must ALWAYS wear a mask unless he or she is eating, drinking, or for health and safety reasons such as extreme heat and it is not feasible to wear masks.

I HAVE CAREFULLY READ THE ABOVE COVID-19 MASKING GUIDELINES AND SIGN IT WITH FULL KNOWLEDGE OF ITS CONTENT AND SIGNIFICANCE.



TWISTERS GYMNASTICS

385-A FRANKLIN AVE

ROCKAWAY NJ 07866

P. (973) 627-3276 F. (973) 627-3255

WAIVER/RELEASE OF LIABILITY

I, _____, the Parent and/or Guardian of _____, the enrolled participant of TWISTERS GYMNASTICS SUMMER CAMP, understand that various daily activities include, but not limited to, gymnastics, baseball/softball, soccer, basketball, and volleyball are daily activities of the camp, and that each should be considered HAZARDOUS activities. I also recognize that there are risks inherent in each of these activities.

The enrolled participant's Parent/Guardian hereby agrees to indemnify and hold harmless Twisters Gymnastics Inc., its coaches, officers, directors, agents, and employees against any liability resulting from injuries that may occur to the participant during ordinary, daily camp activities. The Parent/Guardian of the participant also agrees to indemnify Twisters Gymnastics Inc. for any damages incurred arising from any claims, demands, action or cause of action by the participant.

The Parent/Guardian of the participant authorizes any representative of Twisters Gymnastics, Inc. to have the participant treated in any medical emergency during their participation in said activities. Further, the Parent/Guardian agrees to pay all costs associated with medical care and transportation of the participant.

Any medical or health problem have been disclosed to Twisters Gymnastics Inc. (i.e. Twisters Gymnastics Summer Camp).

I HAVE CAREFULLY READ THE ABOVE LIABILITY RELEASE AND SIGN IT WITH FULL KNOWLEDGE OF ITS CONTENT AND SIGNIFICANCE.

Parent and/or Guardian Signature

Date

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**MEDICAL PERMISSION FORM &
INDIVIDUAL MEDICATION RECORD**

If not applicable, please write your child's name, write N/A under all other fields, and sign below.

Child Name _____

Medication _____

Prescription _____ Non Prescription _____ Dr's Approval _____

Condition _____

Amount to be Administered _____

Frequency of Medication _____

Refrigeration Required _____ Yes _____ No

Possible Adverse Reaction (s) _____

SIGNATURE OF PARENT / GUARDIAN

_____ Date _____

Staff Member(s) authorized to administer medication:

Name _____ Signature _____

Name _____ Signature _____



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PERMISSION TO USE PHOTOS

During Twisters Gymnastics' Summer Camp 2021, there will be times when your child(ren) will be photographed and/or videotaped. These photos and/or videos may be used on the company website, collages, and/or summer camp projects.

I understand that use of my child's photos and/or videos will remain anonymous. My name nor my child's name will NOT be used.

I understand that these photos and/or videos may continue to be used after the conclusion of the 2021 Summer Camp.

- I grant Twisters Gymnastics permission to use photos and videos of my child with the exclusion of his or her name.

- PLEASE DO NOT USE MY CHILD'S PHOTOGRAPH for any reason.

PLEASE PRINT THE FOLLOWING INFORMATION:

Your Child's Name _____

Your Name _____

Your signature of permission _____

Today's date _____