

MINOR

Anyone under the age of 18
Developmental/Provincial/Elite/National

**RELEASE OF LIABILITY: COMPETITIVE USE OF TRAMPOLINES
BY SIGNING THIS RELEASE, YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE Parent/Guardian initials: _____**

**PLEASE READ
CAREFULLY**

TO: Twist and Flip Gymnastics, operating as Twist and Flip Gymnastics licensed operating bodies, as well as Twist and Flip Gymnastics respective directors, officers, participants, employees, partners, affiliates, agents, coaches, volunteers, Independent contractors, representatives, successors and assigns, and landlords (hereinafter referred to as "The RELEASEES"):

DEFINITIONS:

"Competitive Trampoline Activities" includes all activities, events or services offered, provided, arranged, organized, conducted, sponsored or authorized by Twist and Flip Gymnastics, wherein:

- all participants are registered as competitive gymnastics members in the Developmental Stream, Provincial Stream or Elite/National Stream with Alberta Gymnastics Federation and an approved member club of Alberta Gymnastics Federation;
- a certified NCCP Level 2 or higher trampoline technical coach is present during all activities; and
- which includes, but is not limited to, the use of trampolines, trampoline-related orientation and instructional courses, seminars and sessions; and any other such trampoline activities, events and services in any way connected with or related to the use of trampolines.

ACKNOWLEDGMENT – COMPETITIVE TRAMPOLINE USE ONLY

I understand, acknowledge and agree I may only use trampolines and all associated equipment at Twist and Flip Gymnastics, if I am engaged in Competitive Trampoline Activities, which does not include trampoline use before, during or after gymnastics for all activities, active start activities, drop-in, birthday party, cross training and/or parkour activities, and any other related trampoline activities that are not Competitive Trampoline Activities in which case no liability or fault can be attributed to anyone other than myself for any accidents whatsoever.

ACKNOWLEDGEMENT – SAFETY WHEN ENGAGED IN TRAMPOLINE ACTIVITIES

I understand, acknowledge and agree I have read the guidelines and rules issued for use of Twist and Flip Gymnastics trampolines, which I understand, and I agree to be bound by them.

I understand, acknowledge and agree I am required to wear and / or use any approved safety equipment while participating in Competitive Trampoline Activities. I am aware, understand, acknowledge and agree:

- there are coaches or instructors available to answer any questions I may have while engaged in Competitive Trampoline Activities;
- the physical exertion required of Competitive Trampoline Activities and the forces exerted on my body can activate or aggravate pre-existing physical injuries, conditions, illnesses, or congenital defects; and
- I should immediately seek medical advice if I know or suspect my physical condition(s) may be incompatible with Competitive Trampoline Activities.

I understand, acknowledge and agree that I will abide by the Twist and Flip Gymnastics rules including but not limited to the following:

- Ask your coach's permission before using trampolines. NEVER USE A TRAMPOLINE WITHOUT PROPER AND CONSTANT SUPERVISION AND USE OF A SPOTTER.
- Ask your coach's permission before attempting new skills when using trampolines. NEVER ATTEMPT ANY SKILLS, TECHNIQUES, OR OTHERWISE MOVEMENTS ON A TRAMPOLINE WITHOUT PROPER AND CONSTANT SUPERVISION AND USE OF A SPOTTER.
- If you leave the class, tell your coach. It is **not** enough to tell a teammate.
- Be cautious and aware of your surroundings when using and / or being around trampolines. ALWAYS BE AWARE trampolines can be particularly dangerous if not used properly and responsibly, as instructed and supervised by instructors and coaches. ALWAYS BE AWARE trampolines can be particularly dangerous even if used properly and with proper supervision, and if you are not or suspect you are not capable in any way to use a trampoline, TELL YOUR INSTRUCTOR AND COACH IMMEDIATELY AND DO NOT USE A TRAMPOLINE.

Parent/Guardian initials: _____

ASSUMPTION OF RISKS WHEN ENGAGED IN TRAMPOLINE ACTIVITIES

I am aware, understand, acknowledge and agree that Competitive Trampoline Activities involve many risks, dangers and hazards including but not limited to:

- my own physical limitations;
- malfunctioning trampolines and / or related equipment, including but not limited to, breakage of trampoline associated materials including, but not limited to, bouncing surfaces, attaching rings, and / or floor mats, and objects below a trampoline;
- bottoming out;
- propelling into objects;
- non-supervised activities on trampolines;
- collision with other participants, teammates, coaches, instructors and / or teachers, bystanders or any other persons;
- failure to remain within designated areas;
- becoming disoriented while using trampolines;
- negligence of other participants, classmates or teammates, coaches, instructors and / or teachers in using trampolines and / or while engaging in Competitive Trampoline Activities;
- NEGLIGENCE AND / OR GROSS NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF COMPETITIVE TRAMPOLINE ACTIVITIES; and
- resulting personal injury, death and / or property damage including but not limited to broken bones, head / neck injuries, concussion, dislocations, tendon and ligament damage (including sprains), damage to teeth and dental work, spinal injuries (that could result in various degrees of paralysis), death, and any other kind of anticipated or unanticipated physical, emotional and psychological injury including but not limited to anxiety and depression.

I am aware, understand, acknowledge and agree the risks, dangers and hazards referred to above may be uncontrollable, unpredictable, and may not be accounted for by the RELEASEES, myself or anyone else. I WARRANT I AM PHYSICALLY FIT TO PARTICIPATE IN COMPETITIVE TRAMPOLINE ACTIVITIES AND WILL ADVISE TWIST AND FLIP GYMNASTICS IMMEDIATELY IF I AM NOT OR SUSPECT I AM NOT, WHICH INCLUDES, BUT IS NOT LIMITED TO, ANY SUSPICIONS OF PHYSICAL, MENTAL OR OTHERWISE MEDICAL CONDITIONS AFFECTING MY ABILITY TO ENGAGE IN COMPETITIVE TRAMPOLINE ACTIVITIES.

Parent/Guardian initials: _____

Alberta Gymnastics Federation
207, 5800 2 Street SW, Calgary Alberta T2H 0H2
Tel: (403) 259.5500 Toll Free: 1.800.665.1010

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for the RELEASEES allowing me to participate in Competitive Trampoline Activities, including but not limited to trampolines and any associated activities (herein referred to as the "Facilities"), and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I understand, acknowledge and agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS I have or may have in the future have against THE RELEASEES and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death I may suffer, or that my next of kin may suffer resulting from either my use of or my presence on the Facilities and / or engagement in Competitive Trampoline Activities DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER STANDARD OF CARE, INCLUDING ANY STANDARD OF CARE UNDER THE OCCUPIERS LIABILITY ACT, RSA 2000, c O-4 ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO IN THIS AGREEMENT;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property or personal injury to myself, my heirs, next of kin, executors, administrators, assigns and representatives, including but not limited to, all claims, actions, costs and expenses and demands in respect of death, injury, loss or damage to my person or property where and howsoever caused, arising out of, or in connection with my engagement in Competitive Trampoline Activities and / or my use of the Facilities, notwithstanding any claims, actions, costs and expenses and demands may have been contributed to or occasioned by any act or failure to act, including, without limitation, negligence and gross negligence, of THE RELEASEES and / or anyone of its agents;

3. This Release and any rights, duties and obligations as between the parties to this Release shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction, and any litigation involving the parties to this Release shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta;

4. I further agree in the event I or my heirs, next of kin, executors, administrators, assigns and representatives, make or has made any claim against any other company or person in respect of any injuries, losses and damages, whether or not existing in the present time, to which the facts and circumstances and injuries and claims which are the subject matter of my use of the Facilities and / or engagement in the Competitive Trampoline Activities is or may be found to be a contributing or a necessary cause ("New Claim") and the New Claim does or may result in a claim against the RELEASEES, or either of them, for contribution or indemnity, I and my heirs, next of kin, executors, administrators, assigns and representatives agree that:

- a) We will not seek to recover in the New Claim any portion of the injuries, losses and damages which I and my heirs, next of kin, executors, administrators, assigns and representatives claim in the New Claim which the court or any other tribunal adjudicating the New Claim may attribute or apportion to the fault of any of the RELEASEES and in particular and without limiting the generality of the foregoing, we will not seek to recover such portion of the injuries, losses and damages from any party in the New Claim; and
- b) We will at the first reasonable opportunity, advise the court or tribunal adjudicating the New Claim that we expressly waive and will not seek to recover any judgment or award against any party in the New Claim which would allow such persons to in turn claim contribution or indemnity against any of the RELEASEES pursuant to the Negligence Act, RSA 2000, c T-5 or any successor legislation or at common law or in contract.

5. I consent and agree to Twist and Flip Gymnastics taking photographs, videotape or digital recording of me / my child / ward and to use these materials in any and all media, including but not limited to the Twist and Flip Gymnastics website, newsletters, poster, brochure, video, and sponsorship packages. I understand I may withdraw my consent to the collection, use or disclosure of my personal information at any time by contacting Twist and Flip Gymnastics at 403-487-5867 or email at twistandflip@shaw.ca. I further understand and agree that my participation in any event Twist and Flip Gymnastics is involved in may have my image, likeness, name, province, city / town, as well as rank within Canada and previous performing, competitive, judging choreographing or coaching history used in publications and on the internet by Twist and Flip Gymnastics as well as its agents and sponsors from time to time. When signing this form, I understand and agree I have the authority to provide for myself or, in the case of a minor, my child / ward, this authorization to Twist and Flip Gymnastics and the Releasees.

6. I agree this Release will remain in force and effect, and apply to me and my heirs, executors, administrators, assigns and representatives without reservation whatsoever, even if I am found not to have been engaged in Competitive Trampoline Activities and / or I am not a competitive gymnastics member as defined in this Release.

7. I agree this Release shall bind my heirs, executors, administrators, assigns and representatives in the event of my death or incapacity. I confirm I am at least eighteen years of age and I have had the opportunity to read this Release, and that I have read and understand this Release.

Parent/Guardian initials: _____

I FURTHER UNDERSTAND AND AGREE AS FOLLOWS:

I AM NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY THE RELEASEES WITH RESPECT TO THE SAFETY OF COMPETITIVE TRAMPOLINE ACTIVITIES OTHER THAN WHAT IS WRITTEN IN THIS RELEASE.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES FOREVER.

FOR PARTICIPANTS OF MINORITY AGE. I HEREBY CERTIFY THAT I, AS PARENT / GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT OF MINORITY AGE, DO CONSENT AND AGREE, TO HIS / HER RELEASE OF ALL THE RELEASEES, AND, FOR MYSELF, MY HEIRS, ASSIGNS, AND NEXT OF KIN, I RELEASE AND AGREE TO INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO THIS PARTICIPANT OF MINORITY AGE'S PARTICIPATION IN COMPETITIVE TRAMPOLINE ACTIVITIES AND USE OF THE FACILITIES.

Parent/Guardian initials: _____

Date: _____ Participant Name: _____

Parent Name: _____

Parent/Guardian Signature: _____
(Anyone under the age of 18)

Witness Name: _____

Witness Signature: _____

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