

Informed Consent & Assumption of Risk

GYMNASTICS ONTARIO

INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

(To be executed by Participants under 18 years old)

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant in the sport of gymnastics and the spectating, orientation, instruction, activities, competitions, programs, and services of Gymnastics Ontario and **Grand River Gymmies Gymnastics** (collectively the “Activities”), the undersigned, being the Participant and the Participant’s Parent/Guardian (collectively the “Parties”), acknowledge and agree to the terms outlined in this

Disclaimer

2. Gymnastics Ontario, **Grand River Gymmies Gymnastics** and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the “Organization”) are not responsible for any injury, property damage, death, expense, loss of income, damage or loss of any kind suffered by the Participant during, or as a result of, the

Description and Acknowledgement of Risks

3. The Parties understand and acknowledge that:
 1. The Activities have foreseeable and unforeseeable inherent risks, hazards, and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis, and loss of
 2. The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person
 3. The Organization has a difficult task to ensure safety and it is not infallible. the Organization may be unaware of the

Participant’s fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction; and

19. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the

Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19.

4. The Participant is participating voluntarily in the In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers, and hazards. The risks, dangers and hazards include, but are not limited to:
 1. Contracting COVID-19 or any other contagious
 2. Privacy breaches, hacking, technology malfunction or
 3. Executing strenuous and demanding physical techniques and exerting and stretching various muscle
 4. Vigorous physical exertion, strenuous cardiovascular workouts, and rapid
 5. The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment or
 6. Failure to follow instructions or
 7. Spinal cord injuries which may render the Participant permanently
 8. Serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the Participant's body or to the Participant's general health and well-being.
 9. Abrasions, sprains, strains, fractures, or
 10. Concussion or other head injuries, including but not limited to, closed head injury or blunt head
 11. Physical contact with other participants, spectators, equipment, and
 12. Collisions with walls, any gymnastics apparatus, floors, or mats.
 13. Falling, tumbling, or hitting any gymnastics apparatus, the floor, mats, or other surfaces.
 14. Physical contact with other participants (including spotters).
 15. Not wearing appropriate safety or protective equipment.
 16. Failure to act safely or within the Participant's ability or designated areas.
 17. Negligence of other persons, including other spectators, participants, or employees; and
 18. Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities

Terms

5. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
 1. That when the Participant practices or trains in their own space, the Parties are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant.

2. That the Participant's mental and physical condition is appropriate to participate in the Activities and the Parties assume all risks related to the Participant's mental and physical
 3. That the Participant may experience anxiety while challenging themselves during the
 4. To comply with the rules and regulations for participation in the
 5. To comply with the rules of the facility or
 6. That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring their observations to a representative of the Organization
 7. The risks associated with the Activities are increased when the Participant is impaired, and the Participant will not participate if impaired in any way.
 8. That it is their sole responsibility to assess whether any Activities are too difficult for the By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity.
 9. That COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or loss of life; and
 10. That they are responsible for the choice of the Participant's safety or protective equipment and the secure fitting of that equipment.
6. In consideration of the Organization allowing the Participant to participate, the Parties agree:
1. That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to participate in the
 2. That the Organization is not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may occur as a result of the Activities; and
 3. That this Agreement is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and

Jurisdiction

7. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the Province of Ontario and they further agree that the substantive law of the Province of Ontario will apply without regard to conflict of law

Acknowledgement

8. 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, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal