

## TRAINING TIME & FRIDAY NIGHT FUN ACTIVITY WAIVER AUTHORIZATION AND RELEASE

I authorize ACE DAYTONA GYMNASTICS to consent to medical treatment for myself, my children, and any other children in my care [hereinafter, the "Participant(s)"] should I be unable to provide consent, or when I cannot be reached to so consent. NO prior determination of life-threatening emergency or danger of serious or permanent injury resulting from delay of treatment need be under this authorization.

### Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

#### ("Agreement")

In consideration of participating in the Gym, I represent that I understand the nature of this Activity and that Participant(s) are qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue Participant(s) participation in the Activity.

I fully understand 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; I also fully understand the risk of illness and other diseases, including COVID-19 (coronavirus), 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, my children and/or other children in my care participation in the Activity.

I hereby release, discharge, and covenant not to sue ACE DAYTONA GYMNASTICS, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages, on my account caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and future 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, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, 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 and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

### GOOD FAITH DISCLOSURE

My agreement warrants that I will assume responsibility for screening Participant(s) prior to each facility visit, and I understand I must be able to answer 'NO' to all the following:

	YES	NO
Do Participant(s) have fever or above normal temperature?		
Have Participant(s) experienced shortness of breath or had trouble breathing?		
Do Participant(s) have a dry cough?		
Do Participant(s) have a runny nose?		
Have Participant(s) recently lost or had a reduction in sense of smell?		
Do Participant(s) have a sore throat?		

I understand there are enhanced risks should Participant(s) be in direct contact with anyone age 65 or older for 14 days after participating in Activity.

**CONSENT TO PHOTOGRAPH, FILM, OR VIDEOTAPE A PARTICIPANT FOR PUBLICITY AND MARKETING USE (e.g., print collateral, website, social media, or other marketing purposes)**

**Opt In**

**I hereby consent** to the participation in interviews, the use of quotes, and the taking of photographs, movies, or videos of the Participant(s) named herein by members of Ace Daytona Gymnastics. I also grant Ace Daytona Gymnastics the right to use said products for publicity and marketing purposes solely for the use of Ace Daytona Gymnastics.

**I understand that all photographs, films, and videos using the image of the participant(s) mentioned above will strictly follow USA Gymnastics photography and media guidelines, U. S. Center for SafeSport policies and the Ace Daytona Gymnastics Athlete Safety and Protection Policy.**

**Opt Out**

**I do not give consent** to the participation in interviews, the use of quotes, or the taking of photographs, movies, or videos of the Participants(s) named herein above by members of Ace Daytona Gymnastics.

**CLAUSE FOR ADULTS** - I understand that during gym time I am **NOT** allowed to enter the gym unless I am given specific safety instructions by the presiding coach. This is for my own safety and protection. Any deviation will be my sole responsibility.

I (**PRINT FIRST & LAST NAME OF ADULT**) \_\_\_\_\_ understand I am not allowed to use the tumbling trak, trampolines, or any other equipment at any time, and confirm I have been given safety instructions by the presiding

Participant Name(s)

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

**By signing this Agreement, I understand this constitutes my legally binding signature, agreeing to the above Authorization and Release, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement, and compliance with the Good Faith Disclosure.**

Parent/Guardian Signature \_\_\_\_\_

Printed Name of Parent/Guardian \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Date \_\_\_\_\_

Ph# \_\_\_\_\_

Email \_\_\_\_\_