

# RIVERVIEW GYMNASTICS ACADEMY

22 Riverview Drive, Wayne NJ 07470 Tel: (973) 646-8181 – [www.RiverviewGymnastics.com](http://www.RiverviewGymnastics.com)



## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of being permitted to utilize the facilities, services, equipment, instruction and programs of Riverview Gymnastics Academy or for such children, if any identified below to participate, for any reason, including but not restricted to observation, use of the facilities and equipment, or receiving instruction, training or supervision, participation in on or off-site programs with or affiliated with the Riverview Gymnastics Academy (hereinafter “Riverview Gymnastics Academy”) or travel to and from any off- site activities, events or programs, THE UNDERSIGNED, for himself individually and/or as parent or guardian, of any such children under the age of 18, any personal heir, representative, or next of kin acknowledges, represents, and accepts that he or she has, or will have immediately when entering or participating in activities of the gym inspect, observe, and evaluate the premises and all equipment therein prior to his or her own participation and/or allowing the participation of the minor children. It is further acknowledged that entry into the gym premises for evaluation and observation constitutes that the equipment, premises, instruction, and facilities have been examined and inspected carefully and that the undersigned finds the same as being reasonable, safe and suited for the purposes of use by the undersigned and such children and the undersigned and such children **assume the risk** that may arise from the conditions of the facilities, equipment, training or program.

THE UNDERSIGNED HEREBY AGREES AND WARRANTS THE FOLLOWING:

## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

1. I, THE UNDERSIGNED, ON MY OWN BEHALF AND/OR ON BEHALF OF SUCH MINOR CHILDREN, HEREBY WAIVES, RELEASES, DISCHARGES, AND COVENANTS NOT TO SUE Riverview Gymnastics Academy, its directors, owners, shareholders, officers, parents, affiliates, subsidiaries, coaches, employees, volunteers, sponsors, officials and/or agents (hereafter referred to as “Releasees”) and releases, discharges, and waives from all liability to the undersigned and participating children and all their personal heirs, representatives, assigns, and next of kin for any loss or damage, any claim or demands on account of injury to the person or property or resulting in death of the undersigned or such children whether caused by the negligence of the releasees or otherwise while the undersigned, or participating children are on or about the premises or any facilities or using equipment or participating in any program affiliated with Riverview Gymnastics Academy including but not limited to parkour or freerunning activities and training exercises, gymnastics, personal training, open gym hours and activities, and open gym use. In consideration of accepting the registration, fees, and voluntary participation of the above-named participants in its programs, for myself and on behalf of the participant, I hereby discharge, release, and agree to hold harmless Riverview Gymnastics Academy & releasees from any and all claims, demands, costs, expenses, and compensation arising out of or in any way related to any injury or damage that may result to said the participant or to members of my family or my household or individuals whom I invite or for whom I am otherwise responsible while participating in or present at Riverview Gymnastics Academy sponsored event, including any physical or other injury or death caused by the negligence of any person or entity described above.
2. I, THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them, from any loss, liability, damage or cost they may incur due to the presence of undersigned or children on or about the premises of Riverview Gymnastics Academy gym or in any way observing or using the facilities, or equipment therein or participating in any program affiliated with Riverview Gymnastics Academy whether caused by the negligence of releasees or otherwise.
3. I, THE UNDERSIGNED FURTHER EXPRESSLY AND UNEQUIVOCALLY AGREES that the foregoing WAIVER, RELEASE, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of New Jersey and should any portion of this agreement be invalid, it is agreed that the balance shall remain in full legal force.

## RED ZONES

I, THE UNDERSIGN do hereby acknowledge that releasees have shown me the areas designated as “RED ZONES”. I further acknowledge that neither I nor any such minor children will touch the areas designated as “RED ZONES”. These “RED ZONES” include but are not limited to: The offices, coaches lounge and party rooms. I acknowledge and agree that such violations of this policy, will result in my immediate expulsion from the premises, and may result in a loss of gym privileges.

**Parent, Guardian, or Participant over 18 years of age, please initial:**

**Initial** \_\_\_\_\_

## ACKNOWLEDGEMENT OF MEDICAL RISKS ASSOCIATED WITH EXERCISE

I, THE SIGNED DO ACKNOWLEDGE that there are certain inherent risks associated with exertions that occur during activities carried out in a gym facility, and as such both myself and any minor children participating in gym activities or using equipment have, or will consult a physician relating to our participation in exercise or other activity at Riverview Gymnastics Academy.

**USE OF IMAGE, LIKENESS OR NAME IDENTIFICATION**

I, THE UNDERSIGNED HEREBY AUTHORIZE Riverview Gymnastics Academy to use images of myself and or my minor children or any personal representatives, next of kin or heirs at the sole discretion of Riverview Gymnastics Academy with or without name identification for Riverview Gymnastics Academy promotions, publicity, and advertising for the gym only. These images are not for sale or profit, and will only be used to promote the use of the facilities and recruit new clients. I, THE UNDERSIGNED, HEREBY AUTHORIZE the foregoing and release any and all claims and rights I or my child or ward might have as a result.

I, THE UNDERSIGNED promise to hold blameless the directors, agents, owners, and representatives of Riverview Gymnastics Academy and releases, in the event that the UNDERSIGNED or the UNDERSIGNED's Minor Children suffer bodily injury or harm, and 911 or any other law enforcement agency that is summoned to or does provide aid to the Undersigned or their Minor Children. The Undersigned and their Minor Children promise to waive to the greatest extent possible under the law of the state of New Jersey, liability for emergency services provided to the UNDERSIGNED and the UNDERSIGNED's Minor children and for any resulting consequences to them while on the gym facilities or subsequently thereafter.

**ACKNOWLEDGEMENT OF GYM POLICIES**

I, THE UNDERSIGNED HEREBY ACKNOWLEDGE that Riverview Gymnastics Academy has rules and policies in place regarding safety, use of facilities, and conduct. The UNDERSIGNED hereby memorializes and acknowledges that he/she has reviewed and understands all currently in place copies of safety rules and other rules of use and participation at Riverview Gymnastics Academy. The UNDERSIGNED hereby understands that failure to follow these rules in the Gym's discretion may result in complete revocation of all privileges provided by the gym without refund of any prepaid fees.

THE UNDERSIGNED IS OF LEGAL AGE, HAS READ AND UNDERSTAND AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, MODIFICATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING AGREEMENT HAVE OR WILL BE MADE.

I HAVE READ AND UNDERSTAND THE RELEASE.

**Parent, Guardian, or Participant over 18 years of age, please complete the following information:**

Name (Print)	Date	Signature	
Email	Phone #	Date of Birth	
Mailing Address	City	State	Zip Code
Emergency Contact (Name)	Relation	Phone #	

**Parental Consent (for participants under the age of 18)**

I, the undersigned parent or legal guardian of the child listed below, have read the above WAIVER, RELEASE, and INDEMNITY AGREEMENT and agree to the terms on behalf of and as a representative of the child or children listed below and myself. I acknowledge and understand that by signing below, I am giving up specific rights on behalf of the child or children listed below and myself. These waivers and releases are effective for as long as the above listed individuals and the child or children listed below attend open gym activities and have no expiration.

Child's Name (Print)	Date of Birth	Signature of Parent or Guardian
Child's Name (Print)	Date of Birth	Signature of Parent or Guardian
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