

LIABILITY WAIVER - ADULT OVER 18

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

NAME: _____ **DATE OF BIRTH:** / / **AGE:** _____

MAIN ADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

EMAIL: _____

CELL #: _____

HOW DID YOU HEAR ABOUT US?: _____

I am aware that in addition to the usual dangers and risks inherent in the sports of Gymnastics, Cheerleading, Trampoline, Tumbling, and other Champion Gymnastics & Cheer (CGC) activities, certain additional dangers, and risks are present when using CGC Facilities, Gymnastics Equipment and Trampoline, including, but not limited to, the danger and risk of falling, jumping, landing, height, and motion. By signing this waiver, I freely accept and fully assume responsibility for all such dangers and risks, and the possibility of personal injury, death, property damage, or loss resulting therefrom.

In consideration of utilizing CGC's Facilities, Gymnastics Equipment, and Trampoline, and for other good and valuable consideration, I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS** for personal injury: Including death, exposure to COVID-19, illness, and/or property damage that my child may have against CGC, their principals, Directors, Sponsors, Affiliates, Employees, Representatives, and Volunteers in any way associated with CGC, all of whom are hereinafter collectively referred to as "the Releasees".
- 2. TO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY** for any loss, damage, injury, death, medical, or other expense that my child may suffer, or that any other party may suffer as a result of my use of CGC Facilities, Gymnastics Equipment, and Trampoline. Or in my child's participation in the sports of Gymnastics, Cheerleading, Trampoline, Tumbling, or other CGC activities.
- 3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party, resulting from my use of CGC's Facilities Gymnastics Equipment, and Trampoline or by my child's participation in the sports of Gymnastics, Cheerleading, Trampoline, Tumbling, or other CGC activities.
- 4. THE RELEASE OF LIABILITY SHALL BE EFFECTIVE AND BINDING** upon my heirs, next of kin, executors, administrators, successors, and assigns in the event of my child's personal injury including death, illness, and/or property damage.
- 5. I ADDITIONALLY AGREE** that my child shall follow the correct safety procedures when using CGC's Facilities, Gymnastics Equipment, and Trampoline. I also expressly grant to CGC, and any third party authorized by them, the right to film, videotape, photograph, or record my child's voice and make any reproductions of my child's physical likeness and voice, and the irrevocable right in perpetuity to use, display, and digitally enhance such likeness in any media now known or hereafter devised, including, but not limited to, the exhibition and/or online use, broadcast, theatrical or on television, cable, or radio, any motion picture, video tape, DVD, CD, or any Internet Service or program in which such likeness may be used or otherwise, any published articles, catalogs, or websites in which such likeness may be printed, used or incorporated, and in the advertising, exploiting, and publicizing of the Facility, Facility products, licensed products, and all affiliated relationships. It is understood that Releasees shall not have the right to use any material (i.e. footage or photographs) shot in connection with CGC's programs for any reason whatsoever.

The venue and place of trial of any dispute that may arise out of or be related to this agreement of the services to be performed pursuant to this agreement, or the services to be performed pursuant to this agreement, or otherwise, in which CGC or its agents or employees is a party shall be in the Superior Court of San Diego County, East County Division.

I HEREBY CERTIFY THAT my child is covered by his/her own Medical Insurance, and that I have read and understand this Release of Liability prior to signing it, and I am aware that by signing this Release of Liability, I am waiving certain legal rights which I, my child, or our heirs, next of kin, executors, administrators, successors, and assigns may have against the Releasees.

CGC shall have the right to impose any additional conditions which, in the opinion of the Releasees, will further the intent and legal rights and waivers provided herein.

This Liability Waiver was made and executed in the State of California and shall be governed by, enforced in, and construed in accordance with the laws of the State of California.

I acknowledge that in executing this Waiver, I am not relying on any inducements, promises, or representations made by the Releasees.

I am acting on behalf of the student's other parent in signing this contract and I have authority to bind such other parent to the terms and conditions of this contract on his or her behalf.

COVID-19 UPDATE

I want to do my part to help Champion Gymnastics & Cheer keep my child(ren), his/her teammates, the coaches, other families, and everyone else at the gym as safe as possible under the COVID-19 pandemic.

I understand and agree to the following Policies and Procedures:

1. I will follow strict drop off and pick up policies and instructions that will be provided.
2. Only one parent or non-participating individual will be allowed to enter the building.
3. I understand that parent viewing is discouraged at this time. If I feel it is necessary to view the class, seating is on a first come basis and must be available for me to stay. If no seating is available for observation, I am aware that I may stand and watch in a designated spot as long as space is available.
4. I consent to having my temperature taken if I want to enter the gym. I also agree to my child's temperature being taken as they enter the gym before each class day.
5. I am aware that my child may wear a mask but that he/she is not required to do so. Wearing a mask can present a safety hazard depending upon the skill.
6. Champion Gymnastics & Cheer will refrain from spotting and use drills as much as possible. There will be only safety spots given, if we feel your child is in danger, for at least the first month of practice after CGC reopens.
7. I will support the social (physical) distancing standard of 6' while at the gym.
8. Practice start and end times will be staggered to ensure time for the gymnasts to get in and out of the gym safely, to provide time to wipe down the equipment between each class, and for instructors to thoroughly wash their hands.
9. My athlete will have numerous opportunities to hand sanitize during their class.
10. My athlete will use the restroom and wash his/her hands thoroughly before leaving home and while at the gym as needed.
11. My athlete will bring his/her clearly marked bag to the gym each day with all recommended items included: Water, Hand Sanitizer, Snack if needed, and Shoes.
12. I will have my athlete wash their hands and feet thoroughly upon arriving back home and his/her bag will be cleaned upon arriving home and again before he/she brings in back into the gym.
13. I agree to keep my athlete home if he/she or anyone in my family is coughing, has a temperature over 100, or shows signs of any other COVID-19 symptoms.
14. I understand and agree that these procedures will change and evolve over time and that I will follow any new standards required by the State of California and/or Champion Gymnastics.

I understand that the coaches and everyone at the gym will make a very strong effort to maintain social distancing but that there will be times when incidental contact and less than prescribed physical distancing might occur. I am aware and agree that spotting is an essential part of training my gymnast in order to keep him/her safe and to prevent injury. I will allow my child to be spotted when spotting is necessary. I further understand that I am voluntarily allowing my child to participate in programs and activities offered by Champion Gymnastics & Cheer, knowing that it is impossible to keep him/her, myself, or anyone else who enters the gym completely safe from exposure to the COVID-19 virus. I accept that risk.

SIGNATURE

PRINT NAME

DATE