**Trial Class/Birthday Party/Open Gym/Camp/Clinic**

**Policies and Waiver**

***(Please initial, front and back, then sign and date.)***

***1. Assumption of Risk***

In consideration of participation in any activities, including gymnastics and tumbling, at Calumet Gymnastics Club, LLC, I recognize that potentially severe injuries, including permanent paralysis or death can occur in sports or activities involving height or motion, including but not limited to gymnastics, tumbling, clinics, camps, private lessons, birthday parties, birthday party guests, open gym, playtime, fundraising events, drop-ins, and overnight events, which may be caused by my/ my participant's own actions, or inactions, actions of others participating in the event, the conditions in which the event takes place, or the negligence of the "releases" named below. I acknowledge that if I believe conditions are unsafe, I will immediately intervene to discontinue my child's participation in the activity. I understand that it is my responsibility to warn my child about the risks and dangers of gymnastics and injury.

\_\_\_\_\_**\_\_ *I have read and understand the Assumption of Risk policy***

***2. Release of Liability***

I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my child's participation in this activity. I hereby release, discharge, and covenant not to sue Calumet Gymnastics Club, LLC, its respective administrators, directors, coaches, agents, officers, volunteers, employees, other participants, sponsors, advertisers and owners and lessors of premises on which the activity takes place (each considered one of the **RELEASES** herein), from all liability, claims, demands, losses, or damages on my account caused in whole or in part by the negligence of the "releases" 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 Releases, I will indemnify, save, and hold harmless each of the Releases from any loss, liability, damage, or cost which may incur as the result of such claim. I will hold Calumet Gymnastics Club, LLC harmless of any injuries incurred in and outside of gym areas. I, HOLD HARMLESS each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost any Release may incur as the result of such claim.

 *\_\_\_\_\_\_\_\_****I have read and understand the Release of Liability Policy***

***3. Medical Emergencies***

I release Calumet Gymnastics Club, LLC to render temporary first aid to my child in the event of an injury or illness and if deemed necessary by Calumet Gymnastics Club, LLC staff and volunteers to seek medical attention including releasing my child to the care of emergency medical services dispatched. Additionally, I agree to assume the responsibility of all medical expenses incurred once the request for emergency medical services has been initiated.

*\_\_\_\_\_\_\_\_* ***I have read and understand the Medical Emergencies policy***

***4. Photo/Social Media***

I grant consent for my child's picture to be taken or to be filmed while participating in activities at Calumet Gymnastics Club. I authorize Calumet Gymnastics Club to take pictures or record film footage of my child in all forms of media and in all manner for publication including, but not limited to, advertising and marketing campaigns, press releases, periodicals, and website use. I hereby waive any right I may have to review, inspect, edit, or approve such publication and I release Calumet Gymnastics Club from any claims I may have against it for use of such images, photographs, pictures, portraits, and audio, video and/or film footage of my child.

*\_\_\_\_\_\_\_\_* ***I have read and understand the Photo/Social Media policy.***

***5. General Safety Rules***

1. Use equipment ONLY in the manner in which you’ve been instructed. Inappropriate use of the equipment may lead to serious injury.

2. Only one person allowed at a time on the trampolines.

3. All participants must have a signed liability waiver before entering the gym area.

4. Food and drinks are not to be brought into the gym area.

5. Children under 10 are not to use the warped wall unless approved by the staff.

6. Children are not to intentionally enter the foam pit head first or in a diving position.

7. Children are to ensure that the area of the pit that they intend to land in is clear of other participants.

8. Children age 4 and under are not to enter the foam pit without adult supervision.

9. Children age 4 and under are not to enter the gym without the adult responsible for them directly supervising them.

\_\_\_\_\_\_\_\_***I have read and understand the General Safety Rules and agree to accept responsibility of my child(ren)'s compliance with these rules. I understand that my child may be removed from the gym if they do not comply with these***

***safety rules.***

***Continued on back------->***

***6. Dress Code***

Dress Code: Leggings, shorts, jogging/sweat pants, and a snug shirt are acceptable. Tops should not fall below the waist when upside down. Socks are permitted, but for the safety of the participant, we highly recommend that they be removed. With the exception of earring/nose/eyebrow studs, jewelry is not permitted. This is for the safety of the participant and for the protection of equipment. Clothing with zippers, buckles, buttons, chains, etc…are not permitted. Please ensure that pockets are empty. Shoes are not permitted in the gym area. Hair lengths below the chin will need to be tied back and secured. Eyeglasses are to be attached to a strap, we are not responsible for broken or misplaced eyeglasses. Shoes, coats, etc….are to be stored in the lockers/cubbies provided. You may bring your own lock to use for the duration of your stay at CGC, however, it must be taken with you when you leave.

\_\_\_\_\_\_\_\_ ***I have read and understand the Dress Code and agree to accept responsibility of my child(ren)'s compliance with dress code. I understand that my child may be removed from the gym if they do not comply with the dress code.***

***7. Misc.***

Parents/Guardians may enter the gym area during open gym, birthday parties, and parent n' tot class only, with their child, only to assist with supervision, however, if the child is 4 or under, a designated adult is *required* to enter the gym to assist with supervision. General safety Rules listed in policy #5 and dress code apply. Fighting and bullying will not be tolerated. Equipment settings are not to be adjusted unless approved and adjusted by the staff. During open gym and birthday parties, staff will not be available to coach or spot participants as their priority is providing supervision for all the participants. It is encouraged for cell phones and other devices to be locked away or left at home. It is strongly encouraged that participants do not enter the foam pit with any items, including cell phones, and eyeglasses. CGC is **not responsible** for any lost, broken, or stolen items.

\_\_\_\_\_\_\_\_ ***I have read and understand*** ***the misc. policy and agree to accept responsibility of my child(ren)'s compliance with this policy.***

***8. Covid-19***

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing. Calumet Gymnastics Club, LLC, (CGC) has put in place preventative measures to reduce the spread of COVID-19; however, we cannot guarantee that you or your child(ren) will not become infected with COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending CGC and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at CGC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at CGC or participation in CGC programs. ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless CGC, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of CGC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any CGC program. Furthermore, I agree not to bring my child into the facility if he/she is running a fever of 100.4 or above, and will await until my child has been fever free for at least 24 hours unassisted with medication. If my child is positive for Covid-19, I agree not to bring him/her into the facility unless a documented release from a physician is provided.

\_\_\_\_\_\_\_ ***I have read and understand*** ***the Covid-19 policy and agree to accept responsibility of my child(ren)'s compliance with this policy.***

**I have read and understand the Release and Waiver of Liability, Assumption of Risk, Medical Emergencies Release, and Indemnity Agreement. I understand that I have given up substantial rights by signing it and I 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.**

**FIRST AND LAST NAME of participant (s):**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Signature of Parent/Guardian**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**