

**GYMNASTICS ONTARIO and HEAD OVER HEELS GYMNASTICS CLUB
INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT 2023 – 2024**

WARNING! Please read carefully

By signing this document, you will assume certain risks and responsibilities

Participant's Name: _____

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 HEAD OVER HEELS GYMNASTICS CLUB (collectively the "Activities"), the undersigned, being the Participant and the Participant's Parent/Guardian (if Participant is under 18 years old), (collectively the "Parties"), acknowledge and agree to the terms outlined in this document.

2. Gymnastics Ontario, HEAD OVER HEELS GYMNASTICS CLUB, 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").

Initials:  **We have read and agree to be bound by paragraphs 1 and 2**

Description and Acknowledgement of Risks

3. The Parties understand and acknowledge that:

- a) 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.
- b) 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 programming.
- c) 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.

4. The Participant is participating voluntarily in the Activities. 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:

- a) Privacy breaches, hacking, technology malfunction or damage.
- b) Executing strenuous and demanding physical techniques and exerting and stretching various muscle groups.
- c) Vigorous physical exertion, strenuous cardiovascular workouts, and rapid movements.
- d) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment or apparatus.
- e) Failure to follow instructions or rules.
- f) 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.
- g) **Abrasions, sprains, strains, fractures, or dislocations.**
- h) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma.
- i) Physical contact with other participants, spotters, spectators, equipment, and hazards.
- j) Collisions with walls, any gymnastics apparatus, floors, or mats.
- k) Falling, tumbling, or hitting any gymnastics apparatus, the floor, mats, or other surfaces.
- l) Failure to act safely or within the Participant's ability or designated areas.
- m) Negligence of other persons, including other spectators, participants, or employees.
- n) Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities.

Initials:  **We have read and agree to be bound by paragraphs 3 and 4**

***Please flip page over, read and sign at the bottom...

