

# OMEGA Gymnastics RELEASE OF LIABILITY

\*One release form per gymnast required

Gymnast Name: _____	DOB: _____
Phone (H) _____	(C) _____
Email: _____	

Address: _____ _____ _____
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Gymnast (and if a minor, the undersigned as parent/guardian of Gymnast and for him or herself in attending events at OMEGA Gymnastics and using the facilities) voluntarily assumes all of the risks and dangers which are inherent in any gymnastic activity and the use of any gymnastic equipment. These risks and dangers include, but are not limited to, abrasions, contusions, concussions, lacerations, sprained or broken bones, serious bodily injury, permanent disability, paralysis and death.

\_\_\_\_\_ (Initials)

Gymnast (and if a minor, the undersigned) understands and acknowledges that neither OMEGA Gymnastics nor its employees, agents, volunteer assistants (collectively, "OMEGA Gymnastics") or other gymnasts are insurers against injury and that OMEGA Gymnastics offers its services to gymnasts at a cost which reflects the fact that it will not, and cannot, be monetarily responsible for personal injuries that may occur to a gymnast while on the premises or elsewhere. In consideration of this, and in consideration of the right to participate in gymnastics and related activities: (a) at OMEGA Gymnastics; (b) during competition and exhibits at OMEGA Gymnastics or elsewhere; (c) during travel to and/or from OMEGA Gymnastics; (d) during travel to and/or from competitions, exhibits and/or other related OMEGA Gymnastics activities, **the undersigned agrees to release, defend and hold OMEGA Gymnastics, all other gymnasts, visitors, other persons who may be present, and the owners and managers of the premises where OMEGA Gymnastics is located** (including but not limited to CB Richard Ellis, Inc. and Gateway Columbia Properties, Inc.) **harmless from any claims and/or liability for damages arising directly or indirectly from any injury(ies) and damages sustained by Gymnast due, in whole or in part, to: (a) the negligence of OMEGA Gymnastics and/or other gymnasts or visitors; (b) the negligence of any owners and/or managers of the premises where OMEGA Gymnastics is located; (c) any defective quality or performance either as to the manufacture, design, location and/or maintenance of any equipment or facilities used by OMEGA Gymnastics in its business, whether or not any such defective quality or performance is known or unknown to OMEGA Gymnastics, the Gymnast and/or the undersigned.**

\_\_\_\_\_ (Initials)

To the extent that Gymnast is a minor, the undersigned as parent/guardian of Gymnast, gives his/her child permission to participate in any and all OMEGA Gymnastics programs.

\_\_\_\_\_ (Initials)

**Further**, the undersigned, as the parent/guardian of Gymnast, represents and warrants that s/he carries adequate medical insurance on and for the Gymnast. The undersigned also give his/her consent to OMEGA Gymnastics to provide, through a medical provider of its choosing, such medical attention, services, transportation and/or emergency medical services as OMEGA Gymnastics, in its sole opinion, deems reasonably necessary. **This provision does not, and is not intended to, place any obligation upon OMEGA Gymnastics to provide any medical attention, services, transportation and/or emergency medical services to Gymnast or anyone else.**

\_\_\_\_\_ (Initials)

**The undersigned expressly waives any and all right to a jury trial and agrees that any litigation arising out of, or related to, Gymnast's use of the facilities and/or equipment of OMEGA Gymnastics shall be resolved solely through binding arbitration between the parties using the Arbitration Service of Portland or such other arbitrator as the parties may so agree. The award of the arbitrator shall be the sole and exclusive remedy between them. Judgment may be entered on the arbitrators in any court having jurisdiction. Each party shall bear its own legal costs related to such arbitration.**

\_\_\_\_\_ (Initials)

By signing this Release of Liability, the undersigned acknowledges and represents that s/he is aware of the risks inherent to the use and operation of the OMEGA Gymnastics' facilities and equipment. The undersigned accepts full and complete responsibility for those risks and for any damages that may occur as a result of those risks even if injuries or damages occur in a manner that is or was not foreseeable at the time this Release of Liability is signed.

\_\_\_\_\_ (Initials)

**Media Release.** The undersigned, as parent/guardian of Gymnast, authorizes OMEGA Gymnastics to use Gymnast's image in any display and/or publication including, but not limited, to its website or advertising. Gymnast's name will not be used.

\_\_\_\_\_ (Initials)

The undersigned represents and acknowledges that s/he has read, and will obey, the regulations outlined in the OMEGA Gymnastics Rules and Regulations, as may be amended from time to time, as well as all signage located at the facility and verbal instruction(s) of OMEGA Gymnastics coaching staff. Included in these rules are that only one gymnast is allowed on a piece of equipment at a time, no gymnast may use any equipment without the supervision of a member of the OMEGA Gymnastics coaching staff or qualified employee or agent of OMEGA Gymnastics.

\_\_\_\_\_ (Initials)

**I have full knowledge and appreciation of the nature and extent of the inherent risks of gymnastics, of using the OMEGA Gymnastics facilities and equipment and the participation in classes and/or activities sponsored by OMEGA Gymnastics. I acknowledge and represent that I have competence in the basic skills necessary to use the facilities and equipment and I relieve OMEGA Gymnastics of any and all liability for injuries, damage or losses to myself or other persons. I ALSO ACKNOWLEDGE AND REPRESENT THAT NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ME OR FOR ME THAT CHANGE, ALTER OR MODIFY ANYTHING CONTAINED IN THIS RELEASE OF LIABILITY. I have read this Release of Liability in its entirety and understand those legal rights which I am expressly and voluntarily waiving by signing below.**

X \_\_\_\_\_  
Signature of Gymnast (if 18 years or older) or Parent/Guardian

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

