

OMEGA Gymnastics WAIVER AND RELEASE OF LIABILITY

*One waiver and release form per gymnast required

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

Address: _____

Participation Risk of Injury Assumption of Risk. 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(hereinafter collectively referred to as "Gymnast") 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. By signing this Waiver and Release of Liability, Gymnast acknowledges and represents that s/he is aware of the risks inherent with 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 Waiver and Release of Liability is signed.

Communicable Diseases Assumption of Risk. Gymnast understands and acknowledges that use and operation of OMEGA Gymnastics' facilities and equipment includes possible exposure to and illness from communicable diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. GYMNAST KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF OMEGA Gymnastics or others, and assumes full responsibility for his or her use and operation of the OMEGA Gymnastics' facilities and equipment. Gymnast willingly agrees to comply with any terms and conditions promulgated by OMEGA Gymnastics in regard to protection against communicable diseases while using or operating of the OMEGA Gymnastics' facilities and equipment. If Gymnast observes any unusual or significant hazard during their use and/or operation of the OMEGA Gymnastics' facilities and equipment, Gymnast will remove themselves from any use and/or operation of OMEGA Gymnastics' facilities and equipment and bring such to the attention of the nearest OMEGA Gymnastics staff member immediately.

Gymnast understands and acknowledges that OMEGA Gymnastics and its members, directors, officers, employees, agents, volunteer assistants, and representatives (collectively, "OMEGA Gymnastics") are not 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 and use and/or operate OMEGA Gymnastics' facilities and equipment: (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, **Gymnast hereby agrees to release, defend and hold OMEGA Gymnastics and the owners and managers of the premises where OMEGA Gymnastics is located harmless from any claims and/or liability for damages arising directly or indirectly from any injury(ies), illness(es), 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.**

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, and to use and/or operate OMEGA Gymnastics' facilities and equipment.

Further, Gymnast, and to the extent that Gymnast is a minor, the undersigned as parent/guardian of Gymnast, represents and warrants that s/he carries adequate medical insurance on and for the Gymnast. The undersigned also gives 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. Gymnast hereby agrees to release, defend and hold harmless OMEGA Gymnastics from any claims or liabilities whatsoever which arise or may hereafter arise on account of any medical treatment or services, including first-aid or similar services, rendered in connection with Gymnast's use and/or operation of OMEGA Gymnastics' facilities and equipment, and participation in gymnastics and related activities with OMEGA Gymnastics. **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. Gymnast also acknowledges that they will be ultimately responsible for the cost of any medical care provided to Gymnast, should the cost of that care not be covered or reimbursed by Gymnast's health insurance carrier. The undersigned acknowledges it is their responsibility to advise OMEGA Gymnastics in writing of any allergies, medical problems or prescription medicine requirements that would be pertinent to the treatment of Gymnast.**

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. This Waiver and Release of Liability shall be governed by and construed under the laws of the State of Oregon.

Gymnast 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.

I have full knowledge and appreciation of the nature and extent of the inherent risks of gymnastics, of using and/or operating 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 WAIVER and RELEASE OF LIABILITY. I have read this Waiver and 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: _____

