



## 2020-2021 WAIVER/RELEASE

### RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“AGREEMENT”)

Must be completed by Parent or Guardian of under 18 year old Participant or by the over 18 year old Adult Participant

In consideration of participating in the sport of power tumbling, trampoline, double-mine, cheer, and physical fitness. I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the “releasees” named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue Central Illinois Tumbling and Trampoline, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASEES” herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the “Releasees” 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 Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

Furthermore, I also acknowledge the contagious nature of certain bacteria and viruses, including, without limitation, COVID-19, and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by such bacteria or viruses by attending Central Illinois Tumbling & Trampoline, Inc. and that such exposure or infection may result in personal injury, illness, permanent disability or death. I further understand that I am voluntarily allowing my child to participate in programs and activities offered by Central Illinois Tumbling & Trampoline, Inc, knowing that it is impossible that my athlete, myself or anyone else who enters the gym on my behalf is completely safe from exposure to any bacteria or virus, including the Covid-19 virus. I understand that the risk of becoming exposed to or infected by COVID-19 at Central Illinois Tumbling & Trampoline, Inc may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Central Illinois Tumbling & Trampoline, Inc. employees, volunteers, and program participants and their families.

**CONSENT FOR TREATMENT FOR ACCIDENT OR ILLNESS (Students under 18)** Hospitals require that parents or adult guardians must give written consent before treatment of a minor (person under 18) may begin unless the situation is life-threatening. I understand that Central Illinois Tumbling and Trampoline, Inc. is not responsible for matters of illness or accidents. I certify that my child(ren) has had a medical examination to assure physical fitness and capability to perform the sport of power tumbling, trampoline, and double-mini, cheer and physical Fitness involved in the programs offered by Central Illinois Tumbling & Trampoline, Inc. In the event of an emergency, I hereby give permission to the licensed physician, selected by Central Illinois Tumbling & Trampoline, Inc to hospitalize, secure proper treatment, anesthesia, or surgery for my child(ren). (Central Illinois Tumbling & Trampoline will make every attempt to contact parents).

**ADULT WAIVER / RELEASE (Parent accompanies the child(ren) to the gym or adult classes)** I understand the sport of power tumbling, trampoline, double-mini, cheer, physical fitness involves some inherent risks, notwithstanding the safety precautions which are taken, I voluntarily assume such risks. In consideration of accepting me as a student in your program for myself, my heirs, executors, administrators, and assigns, I waive, hold harmless and release, discharge, and covenant not to sue Central Illinois Tumbling and Trampoline, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which all injuries and losses suffered by me at Central Illinois Tumbling & Trampoline, Inc, Additionally, I hereby grant Central Illinois Tumbling & Trampoline, Inc. permission to render first aid emergency treatment which it considers necessary to me in the event that I am physically unable to give consents a result of an injury while in attendance at Central Illinois Tumbling & Trampoline, Inc. and release all rights and claims for damages.

Furthermore, I also acknowledge the contagious nature of certain bacteria and viruses, including, without limitation, COVID-19, and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by such bacteria or viruses by attending Central Illinois Tumbling & Trampoline, Inc. and that such exposure or infection may result in personal injury, illness, permanent disability or death. I understand that the risk of becoming exposed to or infected by COVID-19 at Central Illinois Tumbling & Trampoline, Inc. may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Central Illinois Tumbling & Trampoline, Inc. employees, volunteers, and program participants and their families.

**PERPETUAL COVENANT NOT-TO-SUE** In consideration for my child(ren)'s or my participation at Central Illinois Tumbling & Trampoline, Inc. I hereby, for myself and/or my child(ren) and our respective heirs and successors, **PROMISE NOT-TO-SUE** and **FOREVER RELEASE** Central Illinois Tumbling & Trampoline, Inc. from all liability resulting from damages or injuries incurred as a result of participation at or for Central Illinois Tumbling & Trampoline, Inc. This includes acts of ordinary negligence. I understand that this **PERPETUAL COVENANT NOT-TO-SUE** will apply to **EACH AND EVERY OCCASION** that my child(ren) or I visit or participate at Central Illinois Tumbling & Trampoline, Inc and that this agreement remains in force until I revoke it in writing.

**PHOTO AND VIDEO RELEASE** I grant my permission to Central Illinois Tumbling & Trampoline, Inc. to use my children(s) or my image, likeness or sound of voice in publications, social media and other media used by, produced by or contracted by Central Illinois Tumbling & Trampoline, Inc. . I understand I will not receive payment or other compensation for the use of any image or recording

I have read the **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**, understand that I have given up substantial rights by signing it and 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.

Participants Name \_\_\_\_\_

Participants Name \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of participant (Athlete)

**PARENTAL/ ADULT PARTICIPANT CONSENT**

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby Release, discharge, covenant not to sue and **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS** each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

\_\_\_\_\_  
Signature of Adult Participant Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Mother Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Father Date: \_\_\_\_\_