

DIAMOND GYMNASTICS

Waiver, Release, Hold Harmless, and Indemnification Agreement, Rev. 13.08

As Consideration for being allowed to enter the play area and/or Participate in any party and/or program at Diamond Gymnastics the undersigned, on his or her behalf, and on the behalf of the Participant(s) identified below, acknowledges, appreciates, understands, and agrees to the following:

1. I represent that I am the parent or legal guardian of the Participant(s) named below or I have obtained permission from the parent/legal guardian of the Participant(s) named below to execute this agreement on their behalf.

Participant Name	_____	Date of Birth	_____
Participant Name	_____	Date of Birth	_____
Participant Name	_____	Date of Birth	_____
Participant Name	_____	Date of Birth	_____

2. I acknowledge and understand that there are known and unknown risks associated with participation in Diamond Gymnastics activities and the use of the play area, inflatable equipment and any and all other Diamond Gymnastics equipment, including but not limited to the Open Gym Playtime and Open play, which include but are not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death.
3. I, for myself and the Participant(s) named, willingly assume the risks associated with participation and accept that there are also risks that may arise due to OTHER PARTICIPANTS which I also willingly assume.
4. I agree that the Participant(s) named, and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any Open Gym Playtime and/or any other open play event at Diamond Gymnastics.
5. I, for myself, the Participant(s) named, our heirs, assigns, representatives, and next of kin agree to hold harmless, release, waive and indemnify the independent owners of this Diamond Gymnastics facility, Diamond Gymnastics of Hoboken LLC, their predecessors, parent, subsidiaries and affiliates, officers, and employees from any and all injuries, liabilities or damages from participation, except for those arising from the gross negligence or willful misconduct of Diamond Gymnastics.
6. I additionally agree to indemnify the independent owners of this Diamond Gymnastics facility, Diamond Gymnastics of Hoboken LLC, their predecessors, parent, subsidiaries and affiliates, officers, and employees for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation, except for those arising from the gross negligence or willful misconduct of Diamond Gymnastics.
7. I am of physical ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion.
8. I understand that entry, by myself and the participant(s) named, constitutes consent for Diamond Gymnastics to use any film, video, or likeness of participants for any purpose whatsoever, without payment to the participant.
9. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
10. Any controversy, dispute, or claim arising out of or related to this Agreement, which the parties are unable to resolve by mutual agreement, shall be settled exclusively by submission by either party of the controversy, claim or dispute to binding arbitration in before a single arbitrator in accordance with the rules of the American Arbitration Association then in effect.

Parent/Guardian Name (print)	_____	Parent/ Guardian Signature	_____
Address	_____	Date	_____
City, State, Zip	_____	Email*	_____
Emergency Contact #	_____	Emergency Contact #	_____
*By providing your email address you acknowledge we may send you email including Discount offers, special events, and Diamond Gymnastics news			

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Assumption of the Risk and Waiver of Liability Relating to Coronavirus / 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 and have, in many locations, prohibited the congregation of groups of people.

Diamond Gymnastics of Hoboken LLC (“the Club”) has put in place preventative measures to reduce the spread of COVID-19; however, the Club cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the Club could increase your risk and your child(ren)’s risk of contracting 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 the Club 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 the Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club 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 the Club or participation in Club programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Club, 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 the Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Club program.

SIGNATURE OF PARENT/GUARDIAN

Date