

RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the “Release Agreement”)

BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE
OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT
PLEASE READ CAREFULLY!

INITIAL

Name of Participant	Last		First	
Parent or Guardian if participant under age 19	Last		First	
Address	Street		City	Prov./State
	Country	Postal/Zip Code	Email	Date of Birth: Day / Month / Year
				Age

TO: **Victoria Gymnastics** and their respective directors, officers, employees, members, participants, coaches, volunteers, agents, independent contractors, subcontractors, representatives, successors, and all owners, operators or occupiers of the facilities in which the gymnastics activities, as defined below, take place (all of whom are hereinafter collectively referred to as the “**Releasees**”).

DEFINITIONS

In this Release Agreement, the term "**gymnastics activities**" shall include all orientation, training, instruction, supervision, competitions, programs, services, and use of facilities and equipment which are organized, provided, controlled or conducted by the Releasees.

ASSUMPTION OF RISKS – Participation in gymnastics activities, whether as an athlete, coach, official, participant’s assistant/companion (in early childhood and adaptive programming), advisor, media personnel, medical care provider, vendor, volunteer, spectator, or in any other capacity involves various risks, dangers, and hazards which can result in serious injuries or death. These risks, dangers and hazards are on the reverse of this page titled: 'Potential Risks' . Please take the time to learn about the risks, dangers and hazards of participating in gymnastics activities by carefully reviewing the Health and Safety, Assumption of Risks, and Risk Management. Exposure to infectious disease including COVID-19 is one of the risks of participating in gymnastics activities. Specific information regarding the response of Victoria Gymnastics to the COVID-19 pandemic is found in the Public Health section of the website. If you are a parent or guardian of a participant under the age of 19, please educate your child on these risks, dangers and hazards before completing this form. All participants in gymnastics activities are required to assume all such risks, dangers and hazards and all injuries resulting therefrom.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH GYMNASTIC ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT (applies to person 19 years of age and older) In consideration of **THE RELEASEES** allowing me to participate in gymnastics activities, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **THE RELEASEES** and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in gymnastics activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE *OCCUPIERS LIABILITY ACT*, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN GYMNASTICS ACTIVITIES;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in gymnastics activities;

3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of gymnastics activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Dated this _____ day of _____ 20_____

Signature of Witness
Please Print Name

Signature of Participant
Please Print Name
Signature of parent or guardian if participant is under age 19

POTENTIAL RISKS

There are many potential risks when individuals participate in recreational gymnastic activities, Men's and Women's Artistic competitive gymnastics and Trampoline. Participants in gymnastic activities acknowledge they are aware of; and may be exposed to, the risks, dangers and hazards of gymnastic activities. The risks, dangers and hazards include, but are not limited to:

- Contracting COVID-19 or any other contagious disease.
- Privacy breaches, hacking, technology malfunction or damage.
- Executing strenuous and demanding physical techniques and exerting and stretching various muscle groups.
- Vigorous physical exertion, strenuous cardiovascular workouts, and rapid movements.
- The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment or apparatus.
- Failure to follow instructions or rules.
- Spinal cord injuries which may render the Participant permanently paralyzed.
- 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.
- Abrasions, sprains, strains, fractures, or dislocations.
- Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma.
- Physical contact with other participants, spotters, spectators, equipment, and hazards.
- Collisions with walls, any gymnastics apparatus, floors, or mats.
- Falling, tumbling, or hitting any gymnastics apparatus, the floor, mats, or other surfaces.
- Not wearing appropriate attire or personal equipment (e.g., grips).
- Failure to act safely or within the Participant's ability or designated areas.
- Negligence of other persons, including other spectators, participants, or employees; and
- Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities

GYM SAFETY AND RESPONSIBILITY CODE

Basic rules of conduct that must be followed by all participants when participating in activities at a Victoria Gymnastics facility.

1. All participants must sign the Release Of Liability, Waiver Of Claims, Assumption Of Risks And Indemnity Agreement before starting any activities in a Victoria Gymnastics facility.
2. Gymnastics facilities have uneven floor surfaces covered with mats and equipment. Watch where you walk.
3. Observe and obey all posted signs and warnings.
4. Follow the instruction of your coach.
5. Before attempting a new skill or progression, ask your coach.
6. If you are using a trampoline, an NCCP certified instructor must be at the side of the trampoline
7. Always use the equipment as it was intended.
8. You must have sufficient physical dexterity, ability, and knowledge to safely engage in gymnastics activities. If in doubt, ask your coach.