

WAIVER AND RELEASE OF LIABILITY DISCLAIMER  
AND EMERGENCY MEDICAL AUTHORIZATION  
2016-2017

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF U.S. GOLD GYMNASTICS AND CHEERLEADING ACADEMY, INC. ("U.S. GOLD"), ITS OWNERS, OFFICERS, AGENTS, EMPLOYEES OR ASSIGNS USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM U.S. GOLD, ITS OWNERS, OFFICERS, AGENTS, EMPLOYEES OR ASSIGNS, IN A LAWSUIT OR OTHERWISE, FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS WHICH ARE A NATURAL PARTY OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM AND U.S. GOLD, ITS OWNERS, OFFICERS, AGENTS, EMPLOYEES OR ASSIGNS HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IN THE ACTIVITY IF YOU DO NOT SIGN THIS FORM.

U.S. GOLD IS NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON WHILE PRACTICING, TAKING CLASS, COMPETING, OR PARTICIPATING IN OPEN GYM, BIRTHDAY PARTIES, KIDS' NIGHT OUT, PLAY GROUPS, OR FIELD TRIPS, OR IN ANY OTHER WAY INVOLVED IN GYMNASTICS, CHEERLEADING, OR PRESCHOOL CLASSES OR TEAMS AT U.S. GOLD FOR ANY REASON WHATSOEVER, INCLUDING BUT NOT LIMITED TO ORDINARY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, ON THE PART OF U.S. GOLD, ITS OWNERS, OFFICERS, AGENTS, EMPLOYEES OR ASSIGNS.

Minor Child Name: \_\_\_\_\_ Grade \_\_\_\_\_ male/female

Address \_\_\_\_\_ Home Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Emergency Phone \_\_\_\_\_

**PART I - WAIVER AND RELEASE OF LIABILITY DISCLAIMER**

1. I, \_\_\_\_\_, as parent/legal guardian of \_\_\_\_\_ ("Gymnast") in consideration of Gymnast's participation in one or more of the programs at U.S. GOLD hereby release, indemnify, defend, hold harmless and covenant not to sue U.S. GOLD, its directors, officers, employees, teachers, coaches, agents and assigns from any and all present and future claims resulting from ordinary negligence, including but not limited to gross negligence, on the part of U.S. GOLD, its directors, officers, employees, teachers, coaches, agents and assigns, or others associated with U.S. GOLD, for property damage, personal injury or wrongful death, arising as a result of or in any way connected to Gymnast's engaging in or receiving instruction in gymnastics, cheerleading or any other activity or activities incidental thereto, whenever, wherever, or however the same may occur. On behalf of Gymnast and myself, I hereby voluntarily waive any and all claims resulting from ordinary negligence, including but not limited to gross negligence, both present and future, that may be made by me, my family, estate, heirs or assigns on behalf of the Gymnast.

2. Further, I am aware that gymnastics and cheerleading are vigorous sporting activities involving height and rotation in a unique environment and as such they pose a risk of injury. I understand that gymnastics, cheerleading and related activities always involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage and serious injury to virtually all bones, joints, muscles and internal organs, and that the mats, pits and other safety equipment and apparatus provided for Gymnast's protection, including the active participation of a coach or teacher who will spot or assist said Gymnast in the performance of certain skills, may be inadequate to prevent serious injury or death to Gymnast. The risk of harm may be limited by all of the safety equipment and trained coaches, but never eliminated. I understand that participation in gymnastics, cheerleading and related activities involves actions incidental to active participation in gymnastics, cheerleading or related activities, including moving from event to event, conditioning, stretching and other actions which may leave Gymnast vulnerable to the reckless actions of other participants who may not have complete control over their actions or who may not see other participants who may not have complete control over their actions or who may not see other participants in the gym.

Gymnast is voluntarily participating in these activities with knowledge of the risk involved, and I hereby agree, on behalf of myself and Gymnast, to accept any and all inherent risks of property damage, personal injury or death.

3. I further agree to indemnify, defend and hold harmless U.S. GOLD, its directors, officers, employees, teachers, coaches, agents and assigns for any and all claims arising as a result of Gymnast's engaging in or receiving instruction in U.S. GOLD activities, or any activities incidental thereto, whenever, wherever or however the same may occur.

4. I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Florida and agree that if any portion is held invalid, the remainder of the waiver will continue in full force and effect.

5. I affirm that I am the parent/legal guardian of the Gymnast named herein and am freely signing this Waiver and Release of Liability. I have read this Waiver and Release of Liability and fully understand that by signing same I am giving up, on behalf of myself and Gymnast, legal rights and/or remedies which may be available to me, or Gymnast, for the ordinary negligence of U.S. GOLD, its directors, officers, employees, teachers, coaches, agents and assigns.

6. I hereby certify that Gymnast is covered by medical insurance through \_\_\_\_\_ (name of insurance company) which will cover the Gymnast in the event of an injury. I assume full responsibility and liability for any and all expenses connected with an injury and/or illness that is not paid by my insurance company or through military benefits, if the Gymnast is entitled to military privileges. I further certify I will notify U.S. GOLD if there is any change in this insurance coverage. I understand I am required to have in place appropriate medical insurance for this Gymnast before he or she will be allowed to participate in the activities described herein.

## PART II - EMERGENCY MEDICAL AUTHORIZATION

In the event reasonable attempts to reach me at the phone numbers stated above have been unsuccessful, I give my consent for (a) the administration of any treatment deemed necessary by \_\_\_\_\_ (preferred physician) or \_\_\_\_\_ (preferred dentist), or in the event the designated preferred practitioner is not available, by another physician or dentist, and (b) the transfer and admission of the child to \_\_\_\_\_ (preferred hospital) or any hospital reasonably accessible. This authorization does not cover major surgery unless the medical opinions of two other licensed physicians or dentists concurring in the necessity for such surgery are obtained prior to the performance of the surgery. I hereby authorize any treating physicians to provide information to U.S. GOLD officials regarding Gymnast's medical condition or injuries. **Facts concerning the Gymnast's medical history, including allergies, medications being taken and any physical impairments to which a physician or dentist should be alerted (list or write "none"):** \_\_\_\_\_

MEDICAL PROVIDERS MAY ACCEPT A PHOTOCOPY OF THIS SIGNED AUTHORIZATION AS IF IT WERE AN ORIGINAL FOR ALL PURPOSES

THIS WAIVER AND RELEASE OF LIABILITY DISCLAIMER, AND EMERGENCY MEDICAL AUTHORIZATION, SHALL REMAIN IN EFFECT UNTIL ONE YEAR FROM THE DATE BELOW

By signing below, I verify that I have read, reviewed and completed all parts of this Waiver and Release of Liability Disclaimer and Emergency Medical Authorization form and know it contains a RELEASE.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Witness