**HUNT’S GYMNASTICS ACADEMY—BIRTHDAY PARTY/FIELD TRIP WAIVER 2022**

**Assumption of Risk, Release , Waiver of Liability, Photo Release, and Medical Authorization**

Today’s Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned is/are the parent(s) or legal guardian(s) of this/these minor child(ren), namely:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date of birth: \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ date of birth: \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_

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Hunt's Gymnastics Academy, LLC (HGA) (and/or Ninja Zone) is engaged in the instruction and training of students in the general field of gymnastics, tumbling, cheerleading, karate, ninja skills, dance and gymnastics competition, and maintains a facility including a gym and various equipment for such purpose. The undersigned has expressed a desire to engage the services of HGA for such training, and HGA has agreed to provide the same. In consideration of HGA's services to the undersigned, the undersigned, together with the undersigned's heirs, assigns and personal representatives, does hereby agree to release and discharge HGA and/or Ninja Zone, its agents, owners, officers, employees, and all other persons of entities acting in any capacity on its behalf, as follows:

1. I understand and acknowledge that the activity my child is/I am about to engage in poses known risks and unanticipated risks which could result in injury, paralysis, death, emotional distress, or damage to my child, to property, or to third parties. THE FOLLOWING describes some, but not all of those risks: Gymnastics entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risks gymnastics students would not improve their skills, and the enjoyment of the sport would be diminished. Gymnastics exposes its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists and ankles, and can suffer more serious injuries as well. Traveling to and from shows, meets and exhibitions raise the possibility of any manner of transportation accidents. In any event, if you or your child is injured, you or your child may require medical assistance at your own expense.

2. I hereby voluntarily release and forever discharge and agree to indemnify and hold HGA completely harmless as to any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my child's participation in this activity.

3. Should HGA, or any person, firm or corporation acting on its behalf, be required to incur attorney's fees, court, or any other related costs or expenses reasonably related to the enforcement of this agreement, I agree to indemnify and reimburse it in full for all such fees, costs and expenses.

4. **Open play participants**: I, the parent/guardian/attending adult of participating child, expressly agree and promise to accept and assume all the risks associated with going onto the floor of the gym and helping my child play safely. I also understand that, for safety reasons, I am not allowed on any of the equipment in the gym.

5. I fully understand that Hunt's Gymnastics Academy, LLC, staff members are not physicians or medical practitioners of any kind. With the above in mind, I hereby authorize HGA, LLC staff to seek medical help for my child including but not limited to transportation by ambulance to a health care facility or hospital.

**Photo Release:**

6. I am aware that individual and group publicity photos and videos are taken from time to time and in consideration for my child(ren)’s participation, I hereby grant my permission for my child(ren)’s likeness to be used by Hunt’s Gymnastics Academy LLC and/or Ninja Zone for publicity or advertising.

**Covid Policies:**

7. I agree, that if I or my child is/are exposed to a covid-positive person, to mask for the following 10 days.

8. I agree to keep myself and/or my child home if I/he/she or anyone else in the household has a temperature over 99.9°F or presents symptoms such as allergy-like, cold-like or flu-like symptoms.

9. I understand that once at Hunt’s Gymnastics, if my or my child’s temperature reads 99.9°F or higher and/or he/she noticeably exhibits symptoms such as coughing, runny nose, congestion and/or stomach upset, we will be separate from the class/activity and go home.

10. If I choose to have my child wear a mask while participating, I understand that, for safety reasons, they will be allowed to temporarily pull it down below their chin for skills that require them to go upside down or for strenuous activity.

11. If I or my child tests positive for Covid-19, I/he/she will stay home for at least 5 days. Isolation from the gym will end on day #6, as long as there are no symptoms, and masks are worn until and including day #10.

12. I understand and agree that HGA's procedures regarding covid-19 safety will evolve as a reflection of changes that come from federal and local regulations and/or guidelines. I agree to comply with such changes even if they are not part of this document at this time.

13. I am voluntarily allowing my child(ren) to participate in programs and activities offered by HGA knowing that it is impossible to keep him/her completely safe from exposure to the covid-19 virus. I accept that risk.

14. I understand and will fully comply with the regulation that I am ONLY to ASSIT my child with his/her activities and at no time will I be allowed to perform skills, be on equipment, or horseplay in any way other than helping my child perform the activities inherent in class or open play.

**Michigan Law:**

15. I agree that Michigan law shall at all times apply to the interpretation, validity and enforcement hereof, and that any and all actions as may be brought with regard to the same shall be brought before a Court of competent jurisdiction in Macomb County, Michigan. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**I UNDERSTAND AND ACKNOWLEDGE THAT ONLY A LEGAL GUARDIAN MAY AGREE TO THIS DOCUMENT AND THAT BY AGREEING TO THIS DOCUMENT, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST HUNT'S GYMNASTICS ACADEMY, LLC. IN THE EVENT I (OR MY CHILD) SUFFER PERSONAL INJURY OR MY PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ IT, I UNDERSTAND THE TERMS SET FORTH HEREIN, AND I AGREE TO BE BOUND BY IT.**

**Signature of Parent/Guardian/: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\*Signature of Accompanying adult if other than parent/guardian\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed name of Personal Assistant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**