

Naperville Gymnastics Club

Participant Registration & Liability Release

*CLASSES, CAMPS, OPEN GYM, PARENTS' NIGHT OUT, ROCK WALL,
ROPES COURSE, BIRTHDAY PARTIES AND SPECIAL EVENTS*

To gain admittance to the activity areas of Naperville Gymnastics Club, all parts of this form must be read, understood, and signed. I realize that there are many uneven, bouncy, spring-loaded floor levels and I am entering the facility at my own risk. BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT UNSUPERVISED USE OF ANY AREA OF FACILITY IS STRICTLY PROHIBITED AND COMPLETELY AT THE RISK OF THE PARTICIPANT, AND THAT THE RULES OF EACH AREA BEING UTILIZED ARE UNDERSTOOD PRIOR TO PARTICIPATION.

Guardian Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: (____) _____ Cell Phone: (____) _____

Emergency Contact: _____ Phone: (____) _____

Relationship: _____

1.) Participant: _____ Date of Birth: _____ Gender: _____

Health Concerns/Allergies: _____

Other: _____

2.) Participant: _____ Date of Birth: _____ Gender: _____

Health Concerns/Allergies: _____

Other: _____

3.) Participant: _____ Date of Birth: _____ Gender: _____

Health Concerns/Allergies: _____

Other: _____

4.) Participant: _____ Date of Birth: _____ Gender: _____

Health Concerns/Allergies: _____

Other: _____

Representation of Ability to Participate

I understand the nature of the Activity, and I represent that the participant is qualified, in good health, and in proper physical condition to participate in the Activity. Should I ever believe that any of the above representations have become untrue, or if I should ever believe that the Activity is not safe or is no longer safe for the participant, then it will be my responsibility immediately to discontinue the participation in the activity.

Covenant Not to Sue for Injury or Damages

Notice: This is a legally binding agreement. By signing this agreement, you waive your right to bring a court action to recover compensation or to obtain any other remedy for any injury to yourself or your property or for your death, however caused arising out of use of the facilities of Naperville Gymnastics Club (hereby referred to as the GYM), now or in the future.

I hereby acknowledge and agree that the sport of gymnastics and use of the accompanying equipment has INHERENT RISKS. I have full knowledge of the nature and extent of all of the risks inherent in gymnastics and the use of the facilities of the gym, including but not limited to:

1. All manner of injury resulting from falling off of the gymnastics equipment, climbing ropes, trampolines, or any other area of the facility;
2. Cuts and abrasions resulting from skin contact on various surfaces and equipment;
3. Failure of any equipment or part of the equipment;

4. Injuries occasioned by the other users of the GYM;
5. Injuries resulting from landing on the landing surfaces; and
6. Injuries to bones, joints, tendons, or death.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the GYM and that above list in no way limits the extent or reach of this release and covenant not to sue. In consideration of my use of the GYM, I agree not to claim or to sue for any injury or damages resulting from risks inherent in the gymnastics and physical activity that I will pursue in the GYM including but not limited to the risks that have been outlined above.

Release, Indemnification, Liquidation, Damages and Agreement to Arbitrate

In consideration of my use of the GYM, I the undersigned user, agree to release on behalf of myself, my heirs, representatives, successors, executors, administrators and assigns, and HERBY DO RELEASE Naperville Gymnastics Club, its officers, agents and employees from any cause of action, claims or demands of any nature whatsoever, including but not limited to, a claim of NEGLIGENCE, which I, my heirs, representatives, successors, executors, administrators and assigns may now have, or have in the future against the GYM on account of personal injury, any way related to my use of the GYM, whether that use is supervised or unsupervised, however the injury or damage is caused, including but not limited to, the NEGLIGENCE of Naperville Gymnastics Club, its officers, agents or employees.

In consideration of my use of the GYM, I the undersigned user, agree to INDEMNIFY and HOLD HARMLESS Naperville Gymnastics Club, its officers, agents and employees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any relation to my use of the GYM.

I hereby certify the following:

That I have full knowledge of the nature and extent of the risks inherent in the use of the GYM and that I am voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage, including death, I sustain while using the GYM and that by this agreement I am relieving Naperville Gymnastics Club of any liability for such loss, damage or death.

1. That I am in good health and that I have no physical limitations which would preclude my safe use of the facilities and equipment of the GYM.
2. That I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable personally to pay for any and all such expenses or liability.
3. Should it become necessary for the GYM to incur attorney's fees and costs to enforce this agreement, or any portion thereof, I agree to pay all reasonable costs and attorney's fees thereby expended, or for which liability is incurred.

Notwithstanding all of the foregoing, I agree for myself, my heirs, representatives, successors, executors, assigners, and administrators that in the event that I seek damages or compensation for the negligence of the GYM or any of its officers, agents or employees, that, as my only remedy, I will submit my claim to legally binding arbitration. I understand that I will be bound by the decision of the court appointed arbitrator. I further understand that the GYM will be bound by the decision of the court appointed arbitrator. I further understand that, in the event of an arbitration hearing, the GYM and I will be able to make oral presentations, call witnesses and be represented by legal counsel. I understand that if I am dissatisfied with the result of the arbitration hearing I may not pursue any other remedy against the GYM, legal or otherwise. I understand that the arbitrator's decision will be admissible in any subsequent proceeding concerning the dispute. This dispute settlement would take the place of any state or federal legal remedies.

I, the undersigned, recognize the dangers inherent with climbing and jumping activities. I am assuming the hazard of this risk upon myself because I wish to participate. I realize that I am subject to injury from this activity and that no form of pre-planning can remove all of the danger to which I am exposing myself.

Participant Signature: _____ Date: _____

*If over 14, signature of participant and legal guardian is necessary (15-17 years old).

Parent or Guardian:

Signature: _____ Date: _____

Print Name: _____