GYMNASTICS B.C.

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: **GYMNASTICS B.C. AND ALL MEMBER CLUBS** 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, spotting, 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 reviewed in detail in the Gymnastics B.C. website at: https://gymbc.org/safety-and-risk-management/. 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 sections of the Gymnastics B.C. website. Exposure to infectious disease including COVID-19 is one of the risks of participating in gymnastics activities. Specific information regarding the response of Gymnastics B.C. and member clubs 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

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