

## **RELEASE, WAIVER AND CONSENT**

As a parent or legal guardian of \_\_\_\_\_, I give my consent for him / her to participate in the programs at Emerald City Academy of Rhythmic Gymnastics, LLC (“ECARG”). I fully understand that participation in physical exercise involving gymnastics, dance and tumbling carries a **risk of serious bodily injury** due to the heights and motions involved. These injuries may include muscle strains and tears, broken bones, and severe injuries such as permanent paralysis or even death. I agree that the above named minor is voluntarily participating in these activities and that I am fully aware of the risks involved and the possibility of injury that might result.

As ECARG will make no recommendation whether a child is physically fit to engage in any exercise activity, I have evaluated the experience and capabilities of the above named minor and believe that he/she is qualified to participate in the activity. I agree to provide to ECARG a physician's statement describing any physical condition which could limit this child's participation prior to commencement of activities under this program.

As a parent or legal guardian, I agree to provide health insurance for the minor child or guarantee payment of any medical expenses incurred as a result of training, performing, or participation in activities run by ECARG.

I understand that in my absence ECARG does not assume any responsibility for the care, custody, condition, health or wellbeing of my child, and has no responsibilities with respect to the safety or adequacy of the transportation of the child to or from the facility.

In consideration for allowing the above named minor child to participate in activities with ECARG, I waive any and all rights or causes of action against ECARG, and its administrators, managers, agents, officers, employees, volunteers, contractors, other participants and owners and lessors of the premises where the activity is being conducted (collectively, “Releasees”), for any injuries or other damages suffered by my child or myself while present at the facility or under the supervision or control of ECARG. It is my intent to release all Releasees from liability for future ordinary negligent conduct. I intend this waiver and release to be as broad and inclusive as permitted by the law of the State of California, and agree that if any portion is found invalid, the remainder will continue in full legal force and effect.

## **CONSENT FOR TREATMENT OF A MINOR**

I fully understand that ECARG staff members are not physicians or medical practitioners of any kind. With the above in mind, I hereby grant permission for the staff of ECARG, if deemed necessary by them, to render first aid and to seek medical assistance, including summoning an ambulance, on behalf of the above named participant in the event of any injury or illness. I acknowledge that any costs of medical care provided or emergency transportation, are my sole responsibility.

**USE OF LIKENESS**

I hereby grant ECARG permission and right to use, reproduce and display the above-named child’s name and likeness in conjunction with the promotion of the activities of ECARG. Such permission and consent specifically extends to the display of the child’s name and likeness in marketing and promotional materials, including videos. I hereby release ECARG from and against (i) any liability based on any right which I have or may have by virtue of any such use of the name and likeness, or as a result of the exhibition or display of the name and likeness; and (ii) any claim for consideration or compensation for use of such name and likeness or the rights granted hereunder.

**ACKNOWLEDGMENT**

I recognize and acknowledge that during the course of instruction, in order to achieve a proper body placement and correct training exercises, and to improve safety, the instructor assigned to the above child may touch the child while performing a “spot”. A “spot” is the appropriate method to correct body alignment and maintain safety in the sports of gymnastics, dance, and tumbling, and is recognized as proper technique and practice.

**This Release, Waiver and Consent has been read by me, completely understood and signed voluntarily to confirm that I expressly agree with the above statements. I am 18 years of age or older.**

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

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

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_