

**GYMNASTICS ONTARIO and KITCHENER WATERLOO GYMNASTICS CLUB
INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT 2020-2021**

**WARNING! Please read carefully
By signing this document, you will assume certain risks and
responsibilities**

Name of PARENT/GUARDIAN participating: _____

This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant in the sport of gymnastics and the spectating, orientation, instruction, activities, competitions, programs, and services of Gymnastics Ontario and Kitchener Waterloo Gymnastics Club (KWGC) (collectively the "Activities"), the undersigned, being the Participant and the Participant's Parent/Guardian (if Participant is under 18 years old), (collectively the "Parties"), acknowledge and agree to the terms outlined in this document.

1. Gymnastics Ontario, KWGC, and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "Organization").

Description and Acknowledgement of Risks

2. The Parties understand and acknowledge that:
 - a) The Activities have foreseeable and unforeseeable inherent risks, hazards, and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury.
 - b) The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming.
 - c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction.
 - d) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19.
3. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers, and hazards. The risks, dangers and hazards include, but are not limited to:
 - a) Privacy breaches, hacking, technology malfunction or damage.
 - b) Executing strenuous and demanding physical techniques and exerting and stretching various muscle groups.
 - c) Vigorous physical exertion, strenuous cardiovascular workouts, and rapid movements.
 - d) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment or apparatus.
 - e) Failure to follow instructions or rules.
 - f) Serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the Participant's body or to the Participant's general health and well-being.
 - g) Abrasions, sprains, strains, fractures, or dislocations.
 - h) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma.
 - i) Physical contact with other participants, spotters, spectators, equipment, and hazards.
 - j) Collisions with walls, any gymnastics apparatus, floors, or mats.
 - k) Falling, tumbling, or hitting any gymnastics apparatus, the floor, mats, or other surfaces.
 - l) Failure to act safely or within the Participant's ability or designated areas.
 - m) Negligence of other persons, including other spectators, participants, or employees.
 - n) Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities.
 - o) Contracting COVID-19 or any other contagious disease.

Terms

- 4. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
 - a) That when the Participant practices or trains in their own space, the Parties are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant.
 - b) That the Participant's mental and physical condition is appropriate to participate in the Activities and the Parties assume all risks related to the Participant's mental and physical condition.
 - c) That the Participant may experience anxiety while challenging themselves during the Activities.
 - d) To comply with the rules and regulations for participation in the Activities.
 - e) To comply with the rules of the facility or equipment.
 - f) The risks associated with the Activities are increased when the Participant is impaired, and the Participant will not participate if impaired in any way.
 - g) That COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19.

- 5. In consideration of the Organization allowing the Participant to participate, the Parties agree:
 - a) That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to participate in the Activities.
 - b) That the Organization is not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may occur as a result of the Activities; and
 - c) That this Agreement is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

- 6. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the Province of Ontario.

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Acknowledgment

- 7. The Parties acknowledge that they have read this Agreement and understand it, that they have executed this Agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Parent or Guardian (print)

Signature of Parent or Guardian

Date

**GYMNASTICS ONTARIO
DECLARATION OF COMPLIANCE – COVID-19**

Participant Name (print): _____

Participant's Parent/Guardian _____
(if the participant is younger than the age of majority)

Email: _____

Phone: _____

WARNING!

**ALL PARTICIPANTS ENTERING THE FACILITY AND/OR PARTICIPATING IN SANCTIONED ACTIVITIES MUST
COMPLY WITH THIS DECLARATION**

Gymnastics Ontario and its affiliated clubs (collectively the "Organization") require the disclosure of exposure or illness in order to safeguard the health and safety of all participants and limit the further spread of COVID-19. This Declaration of Compliance will be kept safely, and personal information will not be disclosed unless as required by law or with your consent.

A participant (or the participant's parent/guardian, if the participant is younger than the age of majority) who is unable to agree to the terms outlined in this document is not permitted to enter the Organization's facilities or participate in the Organization's activities, programs, or services.

I, the undersigned being the participant named above and the participant's parent/guardian (if the participant is younger than the age of majority), hereby acknowledge and agree to the terms outlined in this document:

- 1) The coronavirus disease COVID-19 has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19 and requires all participants (or their parent/guardian, when applicable) to adhere to the compliance standards described in this document.
- 2) The participant has not been diagnosed with COVID-19. **OR** If the participant was diagnosed with COVID-19, the participant was cleared as noncontagious by provincial or local public health authorities.
- 3) If the participant is a front-line worker (such as hospital staff, long term care staff, or other individual who interacts with individuals who have confirmed or suspected cases of COVID-19) or required to travel outside of Canada, the participant has worn proper and approved Personal Protective Equipment at all times whenever they interacted with an individual who has a confirmed or suspected case of COVID-19 in the last 14 days.
- 4) If the participant is not a front-line worker or travelled outside of Canada, they have not been exposed to a person with a confirmed or suspected case of COVID-19 in the last 14 days.

- 5) The participant is attending or participating voluntarily and understands the risks associated with COVID-19. The participant (or the participant's parent/guardian, on behalf of the participant (when applicable) agrees to assume those risks, including but not limited to exposure and being infected.
- 6) The participant has not, nor has anyone in the participant's household, experienced any signs or symptoms of COVID-19 in the last 14 days (including fever, new or worsening cough, fatigue, chills and body aches, respiratory illness, difficulty breathing, nausea, vomiting or diarrhea, pink eye, or loss of taste or smell).
- 7) If the participant experiences, or if anyone in the participant's household experiences, any signs or symptoms of COVID-19 after submitting this Declaration of Compliance, the participant will immediately isolate, notify the Organization, and not attend any of the Organization's facilities, activities, programs or services until at least 14 days have passed since those symptoms were last experienced.
- 8) The participant is following recommended guidelines, including but not limited to, practicing physical distancing, trying to maintain separation of six feet from others, adhering to recognized hygiene best practices, and otherwise limiting exposure to COVID-19.
- 9) The participant will follow the safety, physical distancing, and hygiene protocols of the Organization.
- 10) This document will remain in effect until the Organization, per the direction of the provincial government and provincial health officials, determines that the acknowledgements in this Declaration of Compliance are no longer required.
- 11) The Organization may remove the participant from the facility or from participation in the activities, programs or services of the Organization at any time and for any reason if the Organization believes, in its sole discretion, that the participant is no longer in compliance with any of the standards described in this document.

Signature: _____ Date: _____
Participant (If the age of majority)

Signature: _____ Date: _____
Parent/Guardian (if the participant is younger than the age of majority)