GYMNASTICS ONTARIO and The Tumble Tot Co. and Tornados Gymnastics
PARTICIPANT INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

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

Participant's Name: _____

1. 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 The Tumble Tot Co. and Tornados Gymnastics (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.

2. Gymnastics Ontario, The Tumble Tot Co. and Tornados Gymnastics, 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

3. 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.

4. 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

5. 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.

6. 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

7. 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.

Acknowledgement

8. 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 Participant (print)	Signature of Participant	Date of Birth

_____	_____
Name of Parent or Guardian (print)	Signature of Parent or Guardian

_____
Date