



AUTHORIZATION, RELEASE AND WAIVER OF LIABILITY AGREEMENT

7/18/11

****Please list all children who will attend class****

First Child's Name: _____ Date of Birth: _____ Age: _____

Second Child's Name: _____ Date of Birth: _____ Age: _____

Name and Address of Parent or Legal Guardian of Child(ren):

Name: _____

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

Mailing address if different: _____ City: _____ State: _____ Zip: _____

Phone: (home) _____; (work) _____; (cell) _____

Email Address: _____

I, _____ (name of Child(ren)'s parent or legal guardian) for myself and for my child(ren) agree to all of the following:

1. I wish to enroll my child(ren) in *My Playground & Truckee Gymnastics* classes.
2. I realize that either I will have to be present with my child(ren) who are under the age of 4 and actively participate in their activities while they are at *My Playground & Truckee Gymnastics*, or that (subject to the consent of *My Playground & Truckee Gymnastics*) I will have another caregiver be with and attend my child(ren) and supervise them during the time they are at *My Playground & Truckee Gymnastics*. I understand that children may get hurt while playing with other children and while engaging in physical activities, and that there is a risk of property damage, serious injury or death inherent in my child participating in *My Playground & Truckee Gymnastics* classes and activities. I also understand that there are risks inherent in any physical activity program, including the use of equipment such as those provided for use at *My Playground & Truckee Gymnastics*, which may or may not be obvious and which may pose serious threats to any person if used improperly. I acknowledge that certain equipment at *My Playground & Truckee Gymnastics* is designed for use by young children and not for adolescents, teens nor adults. Although I understand that *My Playground & Truckee Gymnastics* has attempted to create a injury free area for my child(ren), a child needs constant attention, and I agree to be either personally responsible for providing that attention, or to appoint another caregiver to provide that attention.
3. In the event my child(ren) becomes injured or sick while participating in *My Playground & Truckee Gymnastics* activities, I hereby consent to *My Playground & Truckee Gymnastics* staff providing First Aid as well as summoning medical professionals to administer First Aid or emergency medical treatment for my child(ren).
4. I agree to follow any instructions or rules established by *My Playground & Truckee Gymnastics* with regard to my child(ren)'s activities, whether written or orally given by *My Playground & Truckee Gymnastics* personnel, including but not limited to the attached Rules and Regulations. I understand and agree that at any time, *My Playground &*

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Truckee Gymnastics reserves the right to require me to remove my child(ren) from any activity for any reason and/or to remove my child(ren) from any activity for any reason and/or to cancel the my child(ren)'s enrollment for any reason.

- 5. I understand that every child is in a unique developmental stage and that I am most familiar with my child(ren)'s capabilities and limitations. As such, I agree to discuss any concerns with a staff member of *My Playground & Truckee Gymnastics* that I have about my child(ren) which I think may affect my child(ren)'s ability to safely participate in any activities or to use any equipment.

A box must be checked for each child who is participating

[] I am not aware of any physical or other condition which may affect my child(ren)'s _____ (give child's name) ability to participate in any activity at *My Playground & Truckee Gymnastics*.

[] I am aware that my child _____ (give child(ren)'s name) suffers from the following physical or other conditions which may affect their involvement at *My Playground & Truckee Gymnastics*: (List any physical or mental impairments of any child(ren) who will be participating in *My Playground & Truckee Gymnastics* classes. Attach an additional page if necessary):

- 6. I agree not to hold *My Playground & Truckee Gymnastics* responsible for any injuries suffered by my child(ren) while involved at activities at *My Playground & Truckee Gymnastics*. I understand that if I designate a caregiver to be with my child(ren), that the caregiver will be required to sign a release and waiver prior to either the caregiver or the child(ren) participating in *My Playground & Truckee Gymnastics* activities.
- 7. I agree to RELEASE, DISCHARGE, INDEMNIFY, PROMISE NOT TO SUE AND TO SAVE AND HOLD HARMLESS *My Playground & Truckee Gymnastics*, its owners, officers, directors, contractors and employees, from any loss, liability, damage, or costs whatsoever arising out of or related to any loss, damage, or injury (including death) to me or my child(ren) arising out of or in anyway connected with participation in the activities of *My Playground & Truckee Gymnastics* for any reason or cause.
- 8. I understand and agree that this release and waiver of liability, assumption of risk, and hold harmless agreement is governed by the laws of the State of California, and is intended to be as broad and inclusive as is permitted by such law, and that, in the event any portion of this agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the balance of the agreement shall not be affected or impaired in any way, and shall continue to full legal force and effect. This release and waiver of liability shall be enforced and interpreted only by binding arbitration in Nevada County.

I HAVE READ THIS DOCUMENT AND AGREE TO ALL OF ITS TERMS. I UNDERSTAND IT IS A LEGALLY BINDING AGREEMENT AND WAIVES CERTAIN LEGAL RIGHTS OF MINE, INCLUDING, BUT NOT LIMITED TO A RELEASE, WAIVER, PROMISE NOT TO SUE AND A HOLD HARMLESS FOR ALL CLAIMS. THIS AGREEMENT SHALL BE BINDING UPON MYSELF, MY CHILD(REN), AND OUR ESTATE, SUCCESSORS AND ASSIGNS.

SIGNATURE _____
DATE

PRINT NAME

Mail completed & signed forms to: My Playground & Truckee Gymnastics, 11410 Deerfield Drive, Bldg. A-1, Truckee, CA 96161