



Event Waiver

This form must be filled out in its entirety

<p>Endeavor Gymnastics 32655 Temecula Pkwy, Ste 100 Temecula, CA 92592 Phone: (951) 514-8580 info@endeavorgymnastics.com</p>

Today's Date: ____ / ____ / ____

Child's Name: _____ Date of Birth: _____

Child's Name: _____ Date of Birth: _____

Child's Name: _____ Date of Birth: _____

Mother's Name: _____ Contact #: _____

Father's Name: _____ Contact #: _____

Home address: _____

City: _____ Zip Code: _____

E-mail: _____

Emergency Contact: _____ Contact #: _____

Event Attending: Please circle **ONE** of the following:

Parents Night Out Pre-K Play Gym Camp Birthday Party Other: _____

COVID-19

Endeavor Gymnastics has taken certain steps to implement recommended guidance and protocols issued by the health department for slowing the transmission of COVID-19. The undersigned acknowledges and agrees that Endeavor Gymnastics may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with Endeavor Gymnastics' revised procedures prior to utilizing the facilities, services, and programs of Endeavor Gymnastics. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by Endeavor Gymnastics, social distancing of 6 feet per person among children and staff is not possible. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of Endeavor Gymnastics and acknowledges that use thereof by the undersigned and/or such participating children may, despite Endeavor Gymnastics' reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

The undersigned, on his or her behalf and on behalf of such participating children, hereby releases, waives, discharges and covenants not to sue Endeavor Gymnastics, its directors, officers, employees, volunteers, and agents from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by negligence, active or passive, of Endeavor Gymnastics, or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Endeavor Gymnastics. The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

WARNINGS AND RELEASES

In consideration of participating in the programs, events, and activities offered by ENDEAVOR GYMNASTICS, I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity. I fully understand that this Activity involves risk of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge and covenant not to sue ENDEAVOR GYMNASTICS, its respective owners, administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim. I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

PARENTAL CONSENT

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages, or in the case of illness, injury, death or property loss or damage, including, for the avoidance of doubt and without limitation, exposure to COVID-19 at Endeavor Gymnastics, on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim. I also give my permission for my child's picture, photograph, video, or any other depiction(s) thereof or likeness in all forms of media to be taken and used at the discretion of Endeavor Gymnastics for publicity or professional purposes.

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AUTHORIZATION FOR TREATMENT OF MINORS

My child is covered by my own personal insurance plan and I understand that I am responsible for any medical expenses that may be incurred through my child's participation in Endeavor Gymnastics activities. In any event of an accident or emergency, I authorize treatment by any accredited hospital and/or physician deemed necessary in case of an emergency when parents cannot be reached.

I do hereby authorize Endeavor Gymnastics as agent(s) undersigned to consent, in advance of any specific diagnosis, to any x-ray examination, anesthetic, medical or surgical diagnosis of treatment and hospital care which is deemed advisable by, and is to be rendered under the general or specific supervision of any physician and surgeon licensed and certified under the provisions of the Medical Practice Act.

Parent/Guardian Name (Printed)

Parent/Guardian signature

_____/_____/_____
Date

