

# Birthday Party Waiver Form

## Group or Party Participant Registration & Liability Release

To gain admittance to the activity areas of The Children's Gym, all parts of this form must be read, understood, and signed.

**BY SIGNING THIS DOCUMENT YOU ACKNOWLEDGE THAT UNSUPERVISED USE OF ANY AREA OF THE CHILDREN'S GYM IS STRICTLY PROHIBITED AND COMPLETELY AT YOUR OWN RISK, AND THAT YOU UNDERSTAND THE RULES OF THE AREA YOU ARE UTILIZING!**

Participant: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Gender: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Guardian's Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Emergency Contact Phone: (\_\_\_\_) \_\_\_\_\_

### Covenant Not To Sue For Injury Or Damages

**Notice:** This is a legally binding agreement. By signing this agreement, you waive your right to bring a court action to recover compensation or to obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your use of the facilities of The Children's Gym, CO., now or in the future.

I hereby acknowledge and agree that the sport of gymnastics and that the use of any of the facilities or equipment of The Children's Gym, CO., an Oregon corporation (hereinafter referred to as the GYM), its gymnastics facilities, has INHERENT RISKS. I have full knowledge of the nature and extent of all of the risks inherent in gymnastics and the use of the facilities of the GYM, including but not limited to:

1. All manner of injury resulting from falling off of the gymnastics equipment or any other area of the The Children's Gym.
2. Injuries resulting from falling or dropped items.
3. Cuts and abrasions resulting from skin contact with the climbing wall;
4. Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing structure;
5. Injuries occasioned by the other users of the GYM
6. Injuries resulting from the construction of the walls
7. Injuries resulting from landing on the landing surfaces; and
8. Injuries to bones, joints, tendons or death.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the GYM and that above list in no way limits the extent or reach of this release and covenant not to sue.

In consideration of my use of the GYM, I agree not to claim or to sue for any injury or damages resulting from risks inherent in the gymnastics activity that I will pursue in the GYM including but not limited to the risks that have been outlined above.

### Release, Indemnification, Liquidation Damages and Agreement To Arbitrate

In consideration of my use of the GYM, I the undersigned user, agree to release on behalf of myself, my heirs, representatives, successors, executors, administrators and assigns, and HEREBY DO RELEASE The Children's Gym, CO., an Oregon corporation, its officers, agents and employees from any cause of action, claims or demands of any nature whatsoever which I, my heirs, representatives, successors, executors, administrators and assigns may now have, or have in the future against the GYM on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my use of the GYM whether that use is supervised or unsupervised, however the injury or damage is caused.

In consideration of my use of the GYM, I the undersigned user, agree to INDEMNIFY and HOLD HARMLESS The Children's Gym, Co., its officers, agents and employees from any and all causes of actions, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way relating to my use of the GYM.

#### I hereby certify the following:

1. That I have full knowledge of the nature and extent of the risks inherent in the use of the GYM and that I am voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage, including death, I sustain while using the GYM and that by this agreement, I am relieving The Children's Gym, CO. of any liability for such loss, damage or death.
2. That I am in good health and that I have no physical limitations which would preclude my safe use of the facilities of the GYM.
3. That I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable personally paying for any and all such expenses or liability.
4. Should it become necessary for the GYM to incur attorney's fees and costs to enforce this agreement, or any portion thereof, I agree to pay all reasonable costs and attorney's fees thereby expended, or for which liability is incurred.

Notwithstanding all of the foregoing, I agree for my self, my heirs, representatives, successors, executors, assigns, and administrators that in the event that I seek damages or compensation for the negligence of the GYM or any of its officers, agents or employees, that, as my only remedy, I will submit my claim to legally binding arbitration. I understand that I will be bound by the decision of the court appointed arbitrator. I further understand that the GYM will be bound by the decision of the court appointed arbitrator. I further understand that, in the event of an arbitration hearing, the GYM and I will be able to make oral presentations, call witnesses and be represented by legal counsel. I understand that if I am dissatisfied with the result of the arbitration hearing I may not pursue any other remedy against the GYM, legal or otherwise. I understand that the arbitrator's decision will be admissible in any subsequent proceeding concerning the dispute. This dispute settlement would take the place of any state or federal legal remedies.

\*\*\* I, the undersigned, recognize the dangers inherent with any physical activity. I am assuming the hazard of this risk upon myself because I wish to participate. I realize that I am subject to injury from this activity and that no form of pre-planning can remove all of the danger to which I am exposing myself.

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 Releasee's from all liability claims, demands, losses, or damages 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 a the result of any such claim.

Parent/Guardian Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**IF PARTICIPANT IS UNDER 18 YEARS OF AGE, THE SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED**

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_