

# Open Gym Terms, Conditions & Liability Waiver

## Assumption of Risk, Waiver of Liability, Medical Authorization

Open Gym Date: \_\_\_\_\_

\$\_\_\_\_.00 each

- 1. AUTHORIZATION:** I represent and warrant that I am the parent or legal guardian of the Participant identified herein and affirm I have authority to enter into this document and have obtained the agreement of any and all persons who may also be required to make the agreements contained in this document.
- 2. WAIVER:** As legal guardian of the Participant, I recognize that potentially severe injuries, including but not limited to gymnastics, tumbling, trampoline, martial arts, dance, cheerleading, rock climbing and ball sports. Being fully aware of these dangers, I voluntarily consent to the Participant participating in any and all IGI Gymnastics, hereinafter referred to IGI, programs, camps and activities and I **ACCEPT ALL RISKS** associated with that participation. In consideration for IGI allowing the Participant to use these facilities, I, on my own behalf and on behalf of the Participant and our respective heirs, administrators, executors and successors, hereby **COVENANT NOT TO SUE AND FOREVER RELEASE IGI**, its officers, directors, shareholders, employees or agents (collectively referred to as "IGI") from all liability for any and all damages or injuries resulting from acts or omissions on the part of its officers, directors, shareholders, employees or agents. Further, I agree to indemnify IGI from any loss, liability, damages or cost IGI may incur due to the presence of the Participants in or on the IGI business premises or any other location at which the Participant is participating in IGI related activities whether caused by the negligence of IGI or otherwise.
- 3. EMERGENCY TREATMENT:** In the event of an accident or emergency I would like the Participant to be taken to a hospital for medical treatment and I authorize IGI to do so but agree IGI is not required to request such treatment and is not responsible for that treatment. I agree to hold IGI and its representatives harmless for any action or inaction related to such medical treatment. Additionally, I agree to pay all expenses incurred related to medical treatment and indemnify IGI from claims related to same.
- 4. PAYMENT TERMS:** I agree that I am personally responsible for payment for all services rendered by IGI to the Participant in accordance with IGI's standard charges as they may be amended from time to time without notice. All amounts shall bear interest in the amount of one percent (1%) per month or the maximum amount allowed by law, whichever is less, from the date due until payment in full is received. Further, I agree to pay attorney's fees and court costs incurred by IGI in negotiation or collection of amounts I owe to IGI. I agree to provide a valid credit or debit card and, as necessary, update the information regarding said credit or debit card and authorize IGI to charge my credit or debit card for said amounts unless other payment arrangements are made upon demand.
- 5. CONSENT TO PUBLICATION:** I also consent to the use by IGI or anyone it authorizes of any and all photographs, tapes or other representations, and any reproductions thereof for the purpose of promotion (including sale, publication, display and exhibition) without compensation. I further consent to the use of my name or the Participant's name in connection with such materials, and agree that such materials and negatives or files shall constitute the property of IGI with full right of distribution.
- 6. RULES AND REGULATIONS:** I agree that the Participant and I shall comply with and be bound by any rules and regulations issued by IGI as they may be updated from time to time and agree that it is my obligation to obtain them. Said rules and regulations may supplement and / or modify these Terms and Conditions regardless of whether the Participant or I have actual knowledge of them.
- 7. NO ELECTRONICS OR BLUE JEANS :** I understand that blue jeans are not permitted to be worn out on the equipment and No electronic devices of any type are not allowed in the gym during open gym. This includes but not limited to iPhones, iPods, iPads, cell phones of any type, mp3 players.
- 8. FEE:** Open Gym in not pro-rated. Open Gym is not refunded.

