



General Participation Waiver

Participant Name: _____ Birthdate: _____ / _____ / _____

Parent/Guardian (if under age 18): _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____ Email: _____

Medical Conditions/Allergies: _____

Emergency Contact: _____

Relationship: _____ Emergency Contact Phone: (_____) _____

Please initial each section and complete with your signature .

_____ **Assumption of Risk** I the undersigned (if applicant/participant is 18 years of age or older) or parent/guardian of above listed minor applicant/participant acknowledge and fully understand that each applicant/participant will be engaging in activities that involve risk of serious injury, including permanent disability or death, and severe social and economic losses which might result not only from their own actions, inactions or negligence, but action, inaction or negligence of others, or the condition of the premises or of any equipment used and further, that there may be other unknown risks not reasonably foreseeable at this time, assume all the foregoing risk and accept personal responsibility for the damages following such injury, permanent disability or death. I hereby release, discharge, covenants to indemnify and not to sue GymTyme Illinois, its affiliated organizations and sponsors, their coaches, and associated personnel, officers, directors, board members, including the owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as 'releasees', from any and all liability to each of the undersigned, his/her heirs or next of kin for any and all against any claim by or on behalf of the applicant as a result of the applicant's participation in a GTIL event.

_____ **Consent for Treatment** The applicant/participant has received a physical examination by a physician and has been found physically capable of participating in the activities included in the sport of cheerleading and/or dance. I hereby give my consent to have an athletic trainer, coach and/or doctor of medicine or dentistry or associated personnel to provide the applicant/participant with medical assistance and/or treatment and agree to be financially responsible for the cost of such assistance and/or treatment. I accept that all parties herein referred to above as releasees are not to be held responsible for any pre-existing medical conditions or any medical conditions I fail to disclose on my health history. I also agree to save and hold harmless and indemnify above releasees from all liability, loss, cost, claim or damage whatsoever, including death or damage to property, which may be imposed upon said releasee because of any defect in or lack of such capacity to so act or caused or alleged to be caused in whole or in part by the negligence of the releasee.

_____ **Photographic Release** I hereby authorize GymTyme Illinois and its designated photographers, hereafter referred to as "GTIL," to publish photographs taken of myself (if 18 years of age or older) or my minor child for use in GTILs print, online and video-based marketing materials, as well as other GTIL publications. I hereby release and hold harmless GTIL from any reasonable expectation of privacy or confidentiality for myself or my minor child associated with the images specified above. Further, I attest that I have full authority to consent and authorize GTIL to use such likenesses. I further acknowledge that participation is voluntary and that I waive financial compensation of any type associated with the taking or publication of these photographs or participation in company marketing materials or other GTIL publications. I acknowledge and agree that publication of said photos confers no rights of ownership or royalties whatsoever. I hereby release GymTyme Illinois, its contractors, its employees and any third parties involved in the creation or publication of GTIL publications, from liability for any claims by me or any third party in connection with my participation or the participation of my minor child.

_____ I have read the above waiver/release and understand that (I) we have given up substantial rights by signing this release and sign below voluntarily.

_____ I the undersigned (if applicant/participant is 18 years of age or older) or parent/guardian of listed minor applicant/participant, acknowledge and agree that I am the parent or legal guardian of the above named minor and therefore have the authority to grant these permissions.

_____ This authorization expires one year from the date it is signed.

Participant Signature (if 18 years of age or older)

Date

Parent/Guardian Signature

Date

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT RELATING TO NOVEL CORONAVIRUS "COVID-19"

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

In consideration for receiving permission to BE ON PREMISES at GymTyme Illinois (hereinafter the "Activity or Activities"), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) GymTyme Illinois, The Royal Family of Gyms, their owners, officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.
4. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Illinois. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

NAME (please print): _____

ADDRESS: _____

NAMES OF MINOR CHILDREN (list first and last names): _____

SIGNATURE: _____ DATE: _____