

OMAHA GYMNASTICS ACADEMY AND KIDS BODY SHOP'S
ASSUMPTION OF RISK AND RELEASE OF LIABILITY

This Assumption of Risk and Release of Liability (Release) limits the right of recovery for damages in case of accident. This Release is intended to provide a comprehensive assumption of risk, waiver, covenant not to sue, and release of liability in favor of Omaha Gymnastics Academy (North and South Campuses) (OGA) and KiDS body shop.

Participant (and if a minor, the undersigned as parent/guardian of Participant and for him or herself in attending events at OGA and/or KiDS and using the facilities and any and all premises attached thereto) voluntarily assumes all of the risks and dangers which are inherent in any activity and the use of any equipment. These risks and dangers include, but are not limited to, abrasions, contusions, concussions, lacerations, sprains, broken bones, serious bodily injury, permanent disability, paralysis, and death.

_____ (Initials)

Participant (and if a minor, the undersigned) understands and acknowledges that neither OGA/KiDS nor its employees, agents, volunteer assistants (collectively, "OGA/KiDS") or other Participants are insurers against injury and that OGA/KiDS offers its services to Participants at a cost which reflects the fact that it will not, and cannot, be monetarily responsible for personal injuries that may occur to a Participant while on the premises or elsewhere. In consideration of this, and in consideration of the right to participate in any and all activities: (a) at OGA/KiDS; (b) during competition at OGA/KiDS and elsewhere; during travel to and/or from OGA/KiDS; (d) during travel to and/or from competitions, and/or other related OGA/KiDS activities, **the undersigned agrees to release, defend and hold harmless OGA and KiDS, all other participants, visitors, other persons who may be present, and the owners and managers of the premises where OGA/KiDS is located, from any claims and/or liability for damage arising directly or indirectly from any injury(ies) and damages sustained by Participant due, in whole or in part, to: (a) the negligence of OGA/KiDS and/or other participants or visitors; (b) the negligence of any owners and/or managers of the premises where OGA/KiDS are located; any defective quality or performance either as to the manufacture, design, location and/or maintenance of any equipment or facilities used by OGA/KiDS in its business, whether or not any such defective quality or performance is known or unknown to OGA/KiDS, the Participant and/or the undersigned.**

_____ (Initials)

To the extent that Participant is a minor, the undersigned as parent/guardian of Participant, gives his/her child permission to participate in any and all OGA/KiDS programs.

_____ (Initials)

Further, the undersigned, as the parent/guardian of Participant, represents and warrants that s/he carries adequate medical insurance on and for the Participant. The undersigned also gives his/her consent to OGA/KiDS to provide, through a medical provider of its choosing, such medical attention, services, transportation, and/or emergency medical services as OGA/KiDS, in its sole opinion, deems reasonably necessary. **This provision does not and is not intended to place any obligation upon OGA/KiDS to provide any medical attention, services, transportation and/or emergency medical services to Participant or anyone else.**

_____ (Initials)

By signing this Assumption of Risk and Release of Liability, the undersigned acknowledges and represents that s/he is aware of the risks inherent to the use and operation of the OGA/KiDS's facilities, and any and all premises attached thereto, and its equipment. The undersigned accepts full and complete responsibility for those risks and for any damages that may occur as a result of those risks even if injuries or damages occur in a manner that is or was not foreseeable at the time this Release of Liability is signed.

_____ (Initials)

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Omaha Gymnastics Academy (OGA)/KiDS body shop (KBS) will **not** publish any photograph(s) of any OGA/KBS student/family without first obtaining a consent form signed by a parent/legal guardian, granting permission to use photographs of said student/family for the purposes stated below. If such written and signed consent is given, OGA/KBS have my permission to use my or my child's photograph publicly to promote the above-named facilities. OGA and/or KBS also has/have my permission to use and/or share said photograph(s) and/or video(s) internally or externally for training purposes but not necessarily to promote said facilities. I understand that the images may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

_____ (Initials)

OGA & KBS cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending OGA and/or KBS could increase your risk and your child(ren)'s risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending OGA and/or KBS and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at OGA and/or KBS may result from the actions, omissions, or negligence of myself and others, including, but not limited to, OGA and/or KBS employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at OGA and/or KBS or participation in OGA and/or KBS activities ("Claims"). On my behalf, and on behalf of my children, I hereby release, discharge, and hold harmless OGA and KBS, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the OGA and/or KBS, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any OGA and/or KBS program.

_____ (Initials)

The undersigned represents and acknowledges that s/he has/will read, and will obey, the regulations outlined in the OGA/KiDS Rules, Terms, and Conditions, as may be amended from time to time, as well as all signage located at the above-named facilities and verbal instruction(s) of OGA/KiDS coaching staff.

_____ (Initials)

I have full knowledge and appreciation of the nature and extent of the inherent risks to Participants, of using the OGA/KiDS facilities and equipment and the participation in classes and/or activities sponsored by OGA/KiDS. I acknowledge and represent that I have competence in the basic skills necessary to use the facilities and equipment and I relieve OGA/KiDS of any and all liability for injuries, damage or losses to myself or other persons. I also acknowledge and represent that no oral representation or statements or inducements have been made to me or for me that change, alter or modify anything contained in the Release of Liability. I have read this Release of Liability in its entirety and understand those legal rights which I am expressly and voluntarily waiving by signing below.

X _____
Signature of Participant (if 19 years or older) or Parent/Legal Guardian

Date: _____

Printed Name: _____