

Class:

Date:

Time:

Entered: Y/N

Initials:

Enrolled: Y/N

Head Over Heels Athletic Arts, Inc.

A Nonprofit 501 (c) 3 Organization Serving East Bay Families Since 1977!

PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

ENROLLED IN: _____ Date: _____

PART I: STUDENT(S) IDENTIFICATION.

Student's Name: _____

Birthdate: _____ Male Female

Student's Name: _____

Birthdate: _____ Male Female

Phone: (Home) _____ (Work / cell) _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

PART 2: VOLUNTARY PARTICIPATION. I am aware that gymnastics and circus activities can be hazardous activities. My minor child / ward is or I am voluntarily participating in these activities, and using the facilities of Head Over Heels Athletic Arts, Inc. (Head Over Heels Athletic Arts) with knowledge of the danger involved and hereby agree to assume full responsibility, including legal and financial responsibility for, and to accept, any and all risks of property damage or loss and bodily injury, including but not limited to injuries resulting from landing, falling, injuries to bones, joints, ligaments, or tendons, head injuries, or loss of life.

PART 3: ASSUMPTION OF RISK. In consideration for allowing my child to participate, I hereby assume all the risks associated with the activities of gymnastics and circus and agree to hold Head Over Heels Athletic Arts, herein after collectively referred to as ("HOH"), its officers, employees, teachers, coaches and staff harmless from any and all liability which may arise in connection with my or my child (ren)'s participation in any activities related to the program. The terms hereof serve as a release.

PART 4: STATEMENT OF HEALTH AND HEALTH INSURANCE. I hereby certify that my minor child or ward or I am in good health has/have no physical limitations which would preclude his/her/me from safe participation in a variety of gymnastics and/or circus activities and / or other activities.

PART 5: RELEASE AND WAIVER OF LIABILITY. As consideration for my minor child or ward or myself for being permitted by HOH to participate in gymnastics and/or circus activities, or other activities, I here by forever release and discharge HOH and its predecessors, officers, directors employees, successors, insurers, representatives and all affiliates from all litigation, actions claims, and demand of every kind that my assign, successors, heirs, spouse, administrators, guardians insurers and legal representative have now or may hereafter have for injury or damage resulting from my or my minor child(ren)'s or ward's participation in HOH's programs.

ADULT CLASS Participants (18 years & older)

Please read carefully! I understand that in the event of injury or accident no insurance coverage of any kind is available except that which I provide myself at my own expense.

Adult Participant Signature & Date

In consideration of the services of HOH their agents, owners, officers, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release and discharge HOH, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that the activity my child is about to engage in Oposes known risks and unanticipated risks which could result in injury, paralysis, death, emotional distress, or damage to my child, to property, or to third parties.

The following describes some, but not all, of those risks:

Gymnastics, circus arts, martial arts, dance, and capoeira entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, gymnastics, circus arts, martial arts, dance, and capoeira students would not improve their skills, and the enjoyment of the sport would be diminished. Gymnastics and circus arts expose its participants to the usual risks of cuts and bruises. Other more serious risks exist as well. Participants can fall off equipment, sprain or break wrists and ankles, and can suffer more serious injuries as well. Traveling to and from shows, meets and exhibitions raises the possibility of any manner of transportation accidents. In any event, if your child is injured, your child may require medical assistance, at your own expense.


2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, no one is forcing me or my child to participate, and we elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge and agree to hold harmless and indemnify HOH from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my child's participation in this activity.

4. Should HOH, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.

5. I certify that my child has health, accident and liability insurance to cover any bodily injury or property damage that may be caused or suffered while participating in this event or activity, or else I agree to bear the costs of such injury or damage to my child. I further certify that I am willing to assume the risk of any medical or physical condition my child may have or else I am willing to assume and bear the costs if all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against HOH, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. **By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against HOH on the basis of any claim from which I have released herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

 _____
Signature of Participant or Parent / Guardian & Date

Print Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (Home) _____ Work / cell) _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by HOH to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless HOH from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent/Guardian Signature: _____

Print Name: _____ Date: _____



Head Over Heels Athletic Arts
A 501(c)(3) Non Profit Organization

Emergency Information

Known Allergies: _____

Emergency Contacts

1st Contact: _____

2nd Contact: _____

Relation: _____

Relation: _____

Phone(Home): _____

Phone(Home): _____

Phone(Cell/Work): _____

Phone(Cell/Work): _____

Photo Release Form

I, , grant permission to Head Over Heels to use photograph(s) of in any official publicity pieces. Publicity pieces include, but are not limited to, news releases, publications, videos and the HOH websites.

Model's Signature: _____ Date: _____
(Parent of model is under 18 years of age)

Witness: _____ Date: _____
(HOH Staff)

Please complete this form and return it to Head Over Heels