

San Mateo Gymnastics Inc./TumbleTown
Birthday Party Child and Adult Waiver/Release of Liability
Adults are 18 years old and older and are only allowed to observe the party
(Please Print Legibly)

All sections below must be completed by a parent related to child/children younger than 18 years of age AND for Parents/Adults coming out on the floor to observe the party and will be binding for all Minors and Parents/Adults listed below.

Participant/Sibling 1-First and last name: _____ Age: _____ Sex: _____ Full Birth date: _____

Participant/Sibling 2-First and last name: _____ Age: _____ Sex: _____ Full Birth date: _____

Participant/Sibling 3-First and last name: _____ Age: _____ Sex: _____ Full Birth date: _____

Address: _____ City: _____ Zip Code: _____ Emergency Phone: _____

Do/Does the Child/Children above have Medical Insurance? YES NO

THIS SECTION MUST BE FILLED OUT BY ALL ADULTS COMING OUT ON THE FLOOR TO OBSERVE THE PARTY

Parent 1-First and last name: _____ Email Address: _____

Parent 2-First and last name: _____ Phone: _____

Adult 1: _____ Phone: _____ Adult 2: _____ Phone: _____

Do parents/adults above have Medical Insurance? YES NO

PLEASE READ AND SIGN THE FOLLOWING INFORMATION:

- I/We the undersigned parent(s) of **(child's name)** _____, _____, _____, AND Parents/Adults **(parents and additional adults names)** _____, _____, _____, _____, do hereby authorize any adult instructor of San Mateo Gymnastics Inc , to act as agent(s) for the undersigned and consent to any X-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital care which is deemed advisable by, and is rendered under the general or special supervision of, any physician and surgeon licensed under the provisions of the Medicine Practice Act, whether or not such diagnosis or treatment is rendered at the office of said physician or at the hospital. It is understood that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required but is given to provide authority and power on the part of our aforesaid agent(s) to give specific consent to any and all such diagnosis, treatment, or hospital care which the aforementioned physician in the exercise of his best judgment may deem advisable. This authorization is given pursuant to the provisions of Section 25.8 of the Civil Code of California. This authorization shall remain effective indefinitely unless sooner evoked in writing and delivered to said agent(s).

PARTICIPANT AGREEMENT, RELEASE AND AKNOWLEDGEMENT OF RISK

- In consideration of the services of San Mateo Gymnastics, Inc./TumbleTown, herein after collectively referred to as "SMG/TT", I/we hereby release, discharge, and covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS, SMG/TT, each of their agents, owner, officers, employees, administrators, directors, agents, officers, volunteers, other participants, any sponsors, advertisers, and if applicable, lessors of premises on which activities take place, and all other persons or entities acting in any capacity on their behalf, I/we do hereby agree to release personal representative and estate as follows from all liability, claims, demands, actions, or rights of actions losses, or damages, on my account caused or alleged to be caused in whole or in part by my child's/children's participation in the activities, or my own as an adult, if I/we participate and choose not to observe the party, including those allegedly attributable to the negligence or negligent acts or omissions of SMG/TT or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I/we, or anyone on my behalf, makes a claim against any part of SMG/TT, I/we will indemnify, save, and hold harmless SMG/TT from any loss, liability, damage, or cost, which may incur as the result of such claim for my child/children, or parents/adults listed above.
- In consideration of child/children being allowed to use and participate in the birthday party on SMG/TT premises, equipment, services, and activities, including, but not limited to, trampolines, trapeze, balance beams, bars, vault tables, pits, castles, trapeze, tumbletraks, and any other amusement/recreation activities (collectively "ACTIVITIES"), and adults/parents being allowed to OBSERVE the party activities, I/We, on behalf of myself, and /or on behalf of my minor child/children, hereby agree follows.

4. I acknowledge that my child/children, for whom I represent that I have full authority as a parent or legal guardian to bind the minor participant(s) to this agreement, are voluntarily participating in the Activities, which I/We agree are dangerous and entail both known and unknown inherent risks which could result in injury, paralysis, death, emotional distress, illnesses of all kinds and nature, cuts, wounds, scraps, abrasions, and/or contusions, sprains, loss of teeth, to property, or other unforeseen damage to my child/children or to third parties, but not limited to, equipment malfunctions; building malfunctions; lack of supervision and/or trained staff; lack of proper equipment or padding, or other safety measures; slipping; falling; landing; or colliding with fixed objects or other people, as well as negligence and/or omissions committed by me, my child/children, SMG/TT, and/or any other person and/or entity. I hereby voluntarily assume all such risks for my child/children and for parents and adults listed above, if we decide to try any activities. My child's/children's participation in the activity is purely voluntary, no one is forcing my child/children to participate, and my child/children elect's to participate in spite of the risks. In any event, if parents or adults listed above or your child/children are injured, or parents/adults listed above or your child/children may require medical attention and assistance it will be at my/adults/parents own expense.
5. I/We acknowledge that if I/We believe event conditions are unsafe, I/We will immediately discontinue participation in the Activities. I/We will comply with the instruction and direction of the instructors, coaches, supervisors, and teachers. If I/We do not comply with the instruction from the above individuals it may, in the discretion of the individuals above, result in immediate removal from Activities.
6. Should SMG/TT, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I/We agree to indemnify and reimburse them for such fees and costs.
7. I/We certify that my child/children have health, accident and liability insurance to cover any bodily injury or property damage that may be caused or suffered while participating in this event, including medical services or medical transport, or else I/We agree to indemnify and reimburse SMG/TT for such fees and costs.
8. I/We agree to participate in mediation, in person, with SMG/TT to attempt to resolve the dispute without litigation.
9. SMG/TT is not liable to you or your guests, child/children for any personal property that is damaged, lost, or stolen while on or about SMG/TT premises including, but not limited to, a vehicle or its content or party goods including cake.
10. Photography - Unless otherwise specified in writing, the parent/guardian, give permission for photos to be taken of my child/children and for parents/adults listed above for future promotional brochures, or published anonymously on the SMG/TT website and other forms of social media without compensation.

CHILD and PARENT/ADULT ADDITIONAL INDEMNIFICATION

(Must be completed for children under the age of 18 and for parents and adults coming out on floor)

In consideration of (*print minor's name*) _____, _____, _____, ("minor") being permitted by SMG to participate in its activities and to use its equipment and facilities, and Parent/Adults listed above being allowed to OBSERVE the party only (*print parents/adults name*) _____, _____, _____, _____, I/We further agree to indemnify and hold harmless SMG/TT from any and all claims which are brought by, or on behalf of the Minors listed above, and which are in any way connected with such use or participation by the Minors listed above or Parents/Adults listed above. By signing this document, I/We acknowledge that if my child/children OR Parents/Adults listed above are hurt, or property is damaged during the party or by my child/children participating in this activity OR Parents/Adults listed above, I/We may be found by a court of law to have waived my/our right to maintain a lawsuit against SMG/TT on the basis of any claim from which I/We have released herein. I/We have had sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my/our right to do so. I/We have read and understand it and I/We agree to be bound by its terms.

Parent/Guardian Signature (for minors): _____ Print name: _____ Date: _____

Parent 1 Signature: _____ Print Full Name: _____ Date: _____

Parent 2 Signature: _____ Print Full Name: _____ Date: _____

Adult 1 Signature: _____ Print Full Name: _____ Date: _____

Adult 2 Signature: _____ Print Full Name: _____ Date: _____