

# Required Policies

## **Concussion Awareness**

Under Rowan's Law, all athletes and parents must review one of the following Concussion Awareness Resources on the website provided in the following link:

Click the link that applies to your athletes:

Ages 10 and under:

<https://www.ontario.ca/page/ontario-government-concussion-awareness-resource-e-booklet-ages-10-and-under>

Ages 11-14:

<https://www.ontario.ca/page/ontario-government-concussion-awareness-resource-e-booklet-ages-11-14>

Ages 15 and up:

<https://www.ontario.ca/page/ontario-government-concussion-awareness-resource-e-booklet-ages-15-and-up>

The material on this link has age appropriate information that you can review with your athlete and read yourself.

By signing this document, I confirm that:

I have reviewed the age appropriate material on the Concussion Awareness Resource (link above),

And I have reviewed the concussion awareness material from the link with my con/daughter/child.

I have read the above and agree.

## **AEREO GYMNASTICS CLUB WAIVER INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT**

By executing this document, you will assume certain risks and responsibilities. **PLEASE READ CAREFULLY**

- 1) **BINDING AGREEMENT** This is a binding legal agreement; therefore, clarify any questions or concerns before signing. As a participant in the sport of gymnastics and the activities, programs and services of Gymnastics Ontario and/or Aereo Gymnastics Club (collectively the "Activities"), the undersigned, being the Participant and/or the Participant's Parent/Guardian (collectively the "Parties"), acknowledge and agree to the following terms:
- 2) **DISCLAIMER** Aereo Gymnastics Club and its directors, officers, committee members, members, employees, contractors, coaches, volunteers, officials, participants, agents, sponsors, landlords, owners/operators of the facility, and representatives (collectively the "Organization") are not responsible for any injury, property damage, death, expense, loss of income, damage or loss of any kind suffered by the Participant during, or as a result of, the Activities and the risks relating to the Activities
- 3) **ACKNOWLEDGEMENTS OF RISK** The Parties understand and acknowledge that the Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for minor injury, serious bodily injury, permanent disability, paralysis and loss of life.
- 4) **VOLUNTARY PARTICIPATION** The Participant is participating in the Activities. In consideration of the Participant's participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to, injuries from:
  - a) Executing strenuous and demanding physical technique in gymnastics
  - b) Dryland training weights, running and massage;
  - c) Vigorous physical exertion, rapid movements, quick turns and stops, and strenuous cardiovascular workouts;
  - d) Exerting and stretching various muscle groups;
  - e) Collisions with wall, any gymnastics apparatus, floors or mats;
  - f) Falling, tumbling or hitting any gymnastics apparatus, the floor, mats or other surfaces;
  - g) Physical contact with other participants (including spotters);
  - h) Failure to properly use any gymnastics apparatus;
  - i) Failure to participate within one's abilities;
  - j) The mechanical failure of any gymnastic apparatus;
  - k) Spinal cord injuries which may render me permanently paralyzed; and/or
  - l) Travel to and from competitive events associated non-competitive events which are an integral part of the Organization's activities.
- 5) **AGREEMENT OF PARTIES** In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
  - a) That the Participant's physical condition is appropriate to participate in the Activities;
  - b) To comply with the rules and regulations for participation in the Activities;
  - c) That is the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of an Organization representative immediately;

- d) That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for the Participant in the Activities and the Parties affirm they have ascertained appropriate insurance to protect the Participant
- 6) PHOTO RELEASE By registering for our program, participants consent to allowing Aereo Gymnastics Club, coaches, media, and visitors to take photographs, videotape or digital recordings of participants and to use these in any and all media, including (but not limited to) the Aereo Gymnastics Club, Gymnastics Ontario and Gymnastics Canada websites and the related social media.
- 7) OTHER POLICIES All participants must abide by Aereo Gymnastics Club's code of conduct, which includes anti-bullying and harassment policies. Please see the office if you would like more details on these policies. While athletes will generally receive a replacement class or pro-rated pricing for classes cancelled due to in-house events, class cancellations due to weather or other unforeseen events (e.g. facility issues, government mandated closures) may happen from time to time and no refund or alternative class will be provided in these situations.
- 8) RELEASE OF LIABILITY In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree to freely accept and fully assume all such risks, dangers, and hazards, and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the Participant's participation in the Activities and travel to and from Activities.
- 9) AGREEMENT OF PARTIES ON LEGAL FORCE The Parties expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.
- 10) REFUND POLICY Gymnastics Ontario insurance fees are non-refundable. Recreational sessions are pro-rated after the first three (3) classes. There is no discount for late registration within the first three (3) weeks. Participant's who are unable to complete their session due to a medical condition, will receive a credit toward a future program upon receiving a medical note detailing exactly how long and why the Participant is unable to participate in the activities, this credit can only be applied to the Participant in question and must be claimed within 1 year of receiving.
- 11) ACKNOWLEDGEMENT The Parties acknowledge that they have read this Agreement in its entirety and understand it, that they have executed this Agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, next of kin, assigns, executors, administrators, and representatives.

By signing this document, I confirm that:

*I have read the above and agree.*

**GYMNASTICS ONTARIO ASSUMPTION OF RISK AGREEMENT 2024-2025**

- 1) This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant in the sport of gymnastics and the spectating, orientation, instruction, activities, competitions, programs, and services of Gymnastics Ontario and Aereo Gymnastics Club (collectively the "Activities"), the undersigned, being the Participant and the Participant's Parent/Guardian (if Participant is under 18 years old), (collectively the "Parties"), acknowledge and agree to the terms outlined in this document.
- 2) Gymnastics Ontario, Aereo Gymnastics Club, and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "Organization").

**DESCRIPTION OF ACKNOWLEDGEMENT OF RISKS**

- 3) The Parties understand and acknowledge that:
  - a) The Activities have foreseeable and unforeseeable inherent risks, hazards, and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury.
  - b) The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming.
  - c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction.
- 4) The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers, and hazards. The risks, dangers and hazards include, but are not limited to:
  - a) Privacy breaches, hacking, technology malfunction or damage.
  - b) Executing strenuous and demanding physical techniques and exerting and stretching various muscle groups
  - c) Vigorous physical exertion, strenuous cardiovascular workouts, and rapid movements.

- d) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment or apparatus.
- e) Failure to follow instructions or rules.
- f) Serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the Participant's body or to the Participant's general health and well-being.
- g) Abrasions, sprains, strains, fractures, or dislocations.
- h) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma.
- i) Physical contact with other participants, spotters, spectators, equipment and hazards.
- j) Collisions with walls, any gymnastics apparatus, floors, or mats.
- k) Falling, tumbling, or hitting any gymnastics apparatus, the floor, mats or other surfaces.
- l) Failure to act safely or within the Participant's ability or designated areas.
- m) Negligence of other persons, including other spectators, participants, or employees.
- n) Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities.
- o) Contracting COVID-19 or any other contagious disease.

**TERMS**

- 5) In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
  - a) That when the Participant practices or trains in their own space, the Parties are responsible for the Participants surroundings and the location of equipment that is selected for the Participant.
  - b) That the Participant's mental and physical condition is appropriate to participate in the Activities and the Parties assume all risks related to the Participant's mental and physical condition.
  - c) That the Participant may experience anxiety while challenging themselves during the Activities.
  - d) To comply with the rules and regulations for participation in the Activities.
  - e) To comply with the rules of the facility or equipment.
  - f) The risks associated with the Activities are increased when the Participant is impaired, and the Participant will not participate if impaired in any way
- 6) In consideration of the Organization allowing the Participant to participate, the Parties agree:
  - a) That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to participate in the Activities.
  - b) That the Organization is not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may occur as a result of the Activities; and
  - c) That this Agreement is intended to be as broad and inclusive as it permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

**JURISDICTION**

- 7) The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the Province of Ontario.

**ACKNOWLEDGEMENT**

- 8) The Parties acknowledge that they have read this Agreement and understand it, that they have executed this Agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

By signing this document, I confirm that:

I have read the above and agree.                      Date: \_\_\_\_\_

Parent/Guardian Name (printed): \_\_\_\_\_

Parent/Guardian Name (signed): \_\_\_\_\_

Participant's Name: \_\_\_\_\_ Gender: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact E-mail: \_\_\_\_\_