

Monadnock Gymnastics Center, LLC  
Acknowledgement and Release

Monadnock Gymnastics Center, LLC (MGC) provides individual and/or group gymnastics and other physical exercise, sessions, programs or activities which may involve gymnastics, tumbling, fitness, trampoline, ninja, and dance, as well as related activities. Below, the participant (or guardian of any participant under the age of 18 years) shall initial each section and sign at the bottom to confirm he/she has read and acknowledges this form before the participant will be allowed to engage in any activities at MGC.

1. Acknowledgment of Risk

a. Participation and Facilities \_\_\_\_ (Initial)

The undersigned acknowledges that use of MGC's facilities and programs has certain inherent risks of injury, including without limitation (1) slips, trips, and falls, (2) athletic injuries, and (3) illness, including exposure to and infection by viruses or bacteria. The undersigned acknowledges that she or he has full knowledge of those risks, is not relying on any representations or warranties by the MGC concerning those risks, and is solely responsible for any loss or damage, including personal injury, property damage, or death, arising from or out of use of the MGC's facilities or participating in its programs.

b. COVID-19 \_\_\_\_ (Initial)

In addition, the novel coronavirus known as COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. The risks of COVID-19 are described in information provided by the New Hampshire Department of Health and Human Services, at <https://www.nh.gov/covid19>, and the United States Centers for Disease Control and Prevention, at <https://www.cdc.gov/coronavirus/2019-ncov>, and include severe illness, personal injury, permanent disability, and death. The risk of transmission of and infection from the Covid-19 virus is inherently higher in any area where people congregate or share facilities, and cannot be prevented. MGC may establish rules and procedures to reduce that risk, which, by signing this Acknowledgment and Release, the undersigned agrees strictly to follow, but MGC, or its subsidiaries, affiliated and successor companies, members, managers, officers, agents, representatives, employees, and volunteers, cannot and does not warrant or guaranty the safety of the undersigned when using MGC's facilities or programs.

c. Medical Emergencies \_\_\_\_ (Initial)

In the event of accident or emergency, the undersigned authorizes MGC to transport the Participant, or cause the Participant to be transported, to the hospital for medical treatment and the undersigned holds MGC and its subsidiaries, affiliated and successor companies, members, managers, officers, agents, representatives, employees, and volunteers, harmless with regard to same. Further, the undersigned agrees to be fully and solely responsible for all medical expenses or costs which may be incurred as a result of any such medical emergency.

d. Concussion Awareness \_\_\_\_ (Initial)

The undersigned acknowledges that he/she has read the signs, symptoms, and action plan for concussions at the following web address:

<https://www.cdc.gov/headsup/youthsports/coach.html>; and read the poster on concussions that is posted at MGC.

2. Release of Liability and Covenant Not to Sue. \_\_\_\_ (Initial)

The undersigned releases and waives any claims or actions against MGC, and its subsidiaries, affiliated and successor companies, members, managers, officers, agents, representatives, employees, and volunteers (the “Released Parties”) from any causes of action, claims, or demands of any nature whatsoever, including, but in no way limited to, claims of negligence, which she/he, or her/his successors, may have, now or in the future, against any of the Released Parties on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to the use of MGC’s facilities or equipment or participation in the MGC’s programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, and including without limitation any illness or harm caused by or related to the COVID-19 virus.

The undersigned further acknowledges that MGC retains the right to use any photographs, videotapes, motion picture recordings or any other recording of events for publicity, advertisement or any other legitimate purpose and hereby consents to such use.

\_\_\_\_\_ (Participant’s signature)

Participant’s Printed Name:

Participant’s Date of Birth:

Check here if Participant is Under the age of 18 years\_\_\_\_\_

\_\_\_\_\_ (Guardian’s Signature)

Guardian’s Printed Name:

Guardian’s Relationship to Participant: