

Inland Empire Gymnastics Academy
Assumption of Risk and Waiver of Liability Relating to COVID-19

The novel coronavirus (COVID-19) has been declared a worldwide pandemic by the World Health Organization (WHO). In response to the COVID-19 pandemic, and based upon continually evolving guidance from the WHO, Centers for Disease Control and Prevention (CDC), County Health Department and other organizations, Inland Empire Gymnastics Academy (IEGA) has developed protocols and operating guidelines for its employees, business facility, students and guests visiting the facility. On behalf of myself and my child, I/we agree to comply with all IEGA rules, policies, protocols, guidelines, signage and instructions as they currently exist and/or may be amended or updated.

ASSUMPTION OF RISK: I understand that IEGA’s rules, policies, protocols, guidelines, signage and instructions cannot protect me and/or my child against all known and unknown risks, pathways and causes for the spread and/or contraction of COVID-19. Moreover, because IEGA is open for use by other individuals, students, and guests, I recognize that by entering IEGA’s facilities and participating in its activities, both I and/or my child are at higher risk of contracting COVID-19. On behalf of myself and/or child, I acknowledge my full understanding of the above and of the known and unknown risks associated with the spread and contraction of COVID-19, and I hereby voluntarily choose to accept such risks for myself and/or child upon entering IEGA’s facilities and accessing its services.

WAIVER OF LIABILITY: Notwithstanding the above, I, for myself and on behalf of my child, spouse, family, estate, heirs, executors, administrators, assigns, and personal representatives, hereby release, waive, discharge, and covenant not to sue IEGA, its owners, directors, employees, agents, independent contractors, affiliates, successors, and assigns (collectively the “Released Parties”) from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me and/or child related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using IEGA’s facilities or services, or while participating in any activity while in, on, or around IEGA’s premises and/or while using any IEGA’s facilities, tools, equipment, or materials. I understand this waiver means I give up my right and my child’s right to bring any claims, including claims for personal injury, death, disease, property loss, or any other loss, including but not limited to claims of negligence, or to seek any remedy for damages, whether known or unknown, foreseen or unforeseen.

This Assumption of Risk and Waiver of Liability is a binding agreement, which shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. I understand and agree that I have been provided ample time and opportunity to review this Assumption of Risk and Waiver of Liability, in the absence of coercion or duress, and with the opportunity to seek input or advice from independent advisors regarding the meaning and impact of the above terms and provisions.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS AND FREELY AND KNOWINGLY ASSUME THE RISKS AND WAIVE THE RIGHTS CONCERNING LIABILITY DESCRIBED ABOVE ON BEHALF OF MYSELF AND MY CHILD:

Child/Minor/Student (print name): _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I do hereby consent to the term and conditions of this Assumption of Risk and Waiver of Liability.

Signature: _____ Date: _____

Name (printed): _____