

OPEN GYM

Open Gym is not a gymnastics class, and is not a structured program. Participants allowed to participate are free to use the equipment with the supervision of Safety Certified Coaches. Behavior that is considered ‘unsafe’ will NOT be tolerated and the child will be asked to leave. Parent with small children are encourage to supervise their children on the gym floor, but must adhere to all safety procedures and MUST NOT use the equipment, and must wear appropriate clothing (no metal buckles, snaps or jewelry that could be caught on any equipment or other participant, socks or barefeet). Parents may not supervise children other than their own and may not spot or assist in any gymnastics skills. There will be NO DRINKS or NO FOOD on the gym floor. Gym Nest Inc reserves the right to deny entry to any participant.

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (“Agreement”)

In consideration of participating in the Gym Nest Inc. OPEN GYM, I represent that I understand the nature of this activity and that I am qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity. I fully understand that this activity involves risks of serious bodily injuries, including permanent disability, paralysis and death, which may be caused by own actions, or inactions, those of others participating in open gym activity, the conditions in which the open gym activity takes place, or the negligence of the “releasees” named below; and that there may be other risks either to known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in ALL activities include within Gym Nest Inc.

I hereby release, discharge, and covenant not to sue Gym Nest Inc, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and leasors of premises on which the activity takes place, (each considered one of the “Releases” herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the “releasees” or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability and assumption of risk I, or anyone on my behalf, makes a claim against any of the releases, I will indemnify, save, and hold harmless each of the releases from any loss, liability, damage, or cost, which any may incur as the result of such claim.

PARENTAL CONSENT

AND I, the minor’s parent and/or legal guardian, understand the nature of the above referenced activities and the Minor’s experience and capabilities and believe the minor to be qualified in such activity. I hereby Release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the releasees from all liability, claims, demands, losses, or damages on the minor’s account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any releasee may incur as the result of any such claim. I/We agree that this Consent and Assumption of Risk Statement covers each and every event or activity. I also understand that there is no refunds on tuition fees or registration fees.

Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date

OPEN GYM Gym Release Form Waiver & Medical Release Form

Childs Name _____ AGE: _____

Parent/Guardian's Name _____

Address _____

Daytime Phone: (____)____-____ Evening Phone: (____)____-____ Cell: (____)____-____

Email Address _____

Emergency Contact _____

Phone: _____

Medications Currently prescribed (if any) _____

Allergies _____

List any medical conditions _____

If not covered under any insurance policy, please be aware that any and all bills will be sent directly to the above listed parent or guardian.

By permitting my child to participate in the Gym Nest Inc. open gym program, I understand and acknowledge the fact that participation in open gym involves a certain degree of risk. I hereby release Gym Nest Inc. and all associates or representatives, owners, employees, jointly and separately from any and all personal injury claims arising through or from participation in activities while at Gym Nest Inc.

Furthermore, I/we authorize Gym Nest Inc. or it's representatives to procure, at my/our expense any medical care reasonably required by a foresaid child during his/her visit at the hospitals or facilities chosen by Gym Nest Inc. I/we present any medication to which a foresaid child is allergic or currently taking is listed above and that minor child is responsible for consuming the prescribed dosage, and the prescribed medication will NOT be administered by Gym Nest inc. or its staff.

I hereby certify that I have read and understand the foregoing.

Parent/Guardian Signature _____

Date: _____