

OAKLAND RHYTHMICS-PARTICIPANT RELEASE OF LIABILITY
Disclaimer, Assumption of Risk and Waiver and Consent Agreements

I warrant and acknowledge that I am the parent or legal guardian of the child _____, a minor ("Child"), and on behalf of myself, Child and our heirs, assigns and next of kin, I hereby enter into the following agreements IN CONSIDERATION OF Child's being able to participate in any way at practices, competitions, performances or other activities related with Oakland Rhythmics.

1. I am fully aware of and appreciate that (a) risks and dangers exist in my child's participation in rhythmic gymnastics and use of rhythmic gymnastics equipment; (b) my child's participation in such activities and/or use of such equipment may result in catastrophic injury, illness (including COVID-19), paralysis, and even death (including those related to COVID-19), as well as other damages and losses; (c) these risks and dangers may arise from foreseeable or unforeseeable causes; and (d) I KNOWINGLY & FREELY ASSUME ALL SUCH RISKS, both known & unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

2. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, & HOLD HARMLESS Oakland Rhythmics, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners & lessors of premises used to conduct the event(s) ("Releasees"), WITH RESPECT TO ANY & ALL INJURY and ILLNESS (including COVID-19), DISABILITY, DEATH (including those related to COVID-19) or loss or damage to personal property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

3. I further agree not to sue, claim against, attach the property of or prosecute Oakland Rhythmic Gymnastics, its employees and staff, agents, volunteers, officers and directors, and other participants of this organization for any injury or illness (including COVID-19), disability or death (including those related to COVID-19), or losses or damages to person or property associated with my child's presence or participation in the activity of rhythmic gymnastics.

4. I hereby grant Oakland Rhythmic Gymnastics permission to use my child's likeness in photograph(s) in any and all of its publications, including website entries, without payment or any other consideration. I understand and agree that these materials will become the property of Oakland Rhythmic Gymnastics and will not be returned. I hereby irrevocably authorize Oakland Rhythmic Gymnastics to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing Oakland Rhythmic Gymnastics or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my child's likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph. I hereby hold harmless and release and forever discharge Oakland Rhythmics from all claims, demands, and causes of action which I, my child, my heirs, representatives, executors, administrators, or any other persons acting on my child's behalf have or may have by reason of this authorization.

Name of Participant _____ Age _____

Signature of Parent/Guardian _____ Date _____