



# Louis Fourie REDEFINING PERFORMANCE GYMNASTICS

## Waiver and Assumption of Risk

I, the undersigned, as an athlete/player, official administrator, coach, volunteer, parent and or spectator affiliated with Tuks Gymnastics and PSU Gymnastics (all and the afore-going referred to in this document as "Clubs") will be present at and participate in activities of the Club. Such activities may include, but without limitation, instruction, training and competition in the sport of gymnastics, social and recreational activities, lodging, meals, transportation and other services (any and all of the afore-going are referred to in this document as "Activities").

Various Activities at the Clubs may be organized, provided, or conducted by affiliated persons or entities including but not limited to Louis Fourie Gymnastics, Iball Sport, Coverkids and Tumble Teddy Bear, and such affiliated persons or entities are collectively referred to herein and solely for purposes of this document as "Affiliated Persons and Entities".

In consideration of the opportunity to be present at and participate in the Activities at the Clubs, the undersigned, individually, and on behalf of his/her heirs, personal representatives, administrators, successors and assigns (collectively referred to herein as "Participant"), agrees to assume the risk and responsibility and to waive, release and to indemnify the Clubs and their employees, directors, officers, committees, officials, volunteers, affiliates, sponsors, suppliers, and agents, and their respective successors and assigns as follows:

### Assumption of Risk and Responsibility

1. Participant recognizes, understands, appreciates and acknowledges: (i) the risks and dangers of injury that may occur in the course of being on the grounds of PSU Gymnastics, Tuks Sports Campus and the University of Pretoria (all and the afore-going is referred to in this document as "Premises") and participating in the Activities (including, for example, but not by way of limitation, activities involving height and rotation, skills and techniques, and facilities, equipment, apparatus, mats, and pits unique to the sport of gymnastics and its various disciplines); (ii) that my presence at the Premises and/or my participation in Activities may involve risk of bodily injury (including, for example, but not by way of limitation, injuries to bones, joints, muscles and internal organs), illness, disability or paralysis (whether temporary, permanent, total or partial), death, or other harm; and (iii) that Participant voluntarily engages in the Activities with adequate prior knowledge of such risks and dangers.
2. Participant voluntarily decides to participate in the Activities, and agrees to and does assume all legal and financial responsibility for: (i) any and all risks and dangers referred to in the preceding paragraph; (ii) any and all injuries, damages and losses, whether to person or property, and whether physical, psychological, social or economic, that Participant may in any manner and from whatever cause sustain in connection with attendance and participation in the Activities, including such injury, damage or loss that may result from the negligence of TUKS Gymnastics and PSU Gymnastics, or from any other cause; and (iii) all treatment, hospitalization and other care rendered to Participant in the event of his/her injury, illness or other emergent circumstance in connection with any of the foregoing.

### Release and Indemnification

Participant hereby fully and forever releases, discharges, holds harmless and agrees to indemnify Clubs and their Affiliated Persons and Entities from and against any and all liabilities, losses, damages, claims, demands,

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litigation, and judgments, present or future, known or unknown, foreseeable or unforeseeable, valid or invalid, direct or consequential, together with reasonable costs and attorney fees (collectively referred to herein as "Claims"), (i) which result, directly or indirectly, from bodily injury, illness, disability or paralysis (whether permanent, temporary, total or partial), death, or other harm to Participant, athlete/players, third parties, or Participant's property, or the property of third parties, and (ii) which are caused by or result, directly or indirectly, from Participant's, athletes/players attendance at and participation in the Activities, or otherwise. Such waiver, release, and indemnification applies to any Claims incurred during or in connection with, or otherwise caused by, arising from, resulting from, or connected to, any of the Activities and the conduct and management thereof by the Clubs or any third party, including any risks or dangers referred to in paragraphs 1.A. and 1.B., above, whether such Claims result from the negligence of the Clubs, Affiliated Person and Entities or from any other cause, to the fullest extent permitted by law.

### **Policies and Codes of Conduct**

Participants, athlete/players physical, mental and emotional health is our number one concern and to that end the Clubs have put various rules, regulations, policies and codes of conduct in place. Through your registration with us and by paying annual Affiliation and Registration fees you accept all these rules, regulations, policies and code of conducts on behalf of your whole family. Please make sure you familiarize yourself with all of these documents which are available online on the Louis Fourie Gymnastics website – [www.louisfouriegymnastics.co.za](http://www.louisfouriegymnastics.co.za)

- Rules and Regulations (also attached hereto)
- Participants Code of Conduct
- Parent Code of Conduct
- Coach code of Conduct
- Gymnastics Fees Policy
- Child Safety and Protection Policy
- Anti-Doping Policy
- World Anti-Doping Code of 2015
- Complaint Process and Procedure Document

### **Term**

This Waiver and Release of Liability shall remain valid for the entire calendar year in which it is executed and will remain in force until it is expressly revoked by written notice from me to the Clubs; provided however, that any such revocation shall not in any manner affect the waiver, release of liability, and indemnification given hereunder for any acts or occurrences prior to such receipt of said written notice to the Clubs or prior to termination of my participation.

### **Participants of Minor Age**

This is to certify that I/we, as parent(s)/legal guardians(s) with legal responsibility for the athlete/player, do hereby consent and agree not only to his/her assumption of risk, waiver, release and indemnification, but also for myself/ourselves, and my/our heirs, personal representatives, administrators, successors and assigns, to waive, release and indemnify the Clubs and associated Affiliated Persons and Entities from any and all Claims incident to my/our child's participation in the Activities as stated above, even if arising from the negligence of the Clubs and associated Affiliated Persons and Entities, or otherwise, to the fullest extent permitted by law.

### **Payment Policy and Fees**

Participant undertakes to pay tuition fees in advance and give one calendar month's written notice of termination of classes. Members who do not give notice in writing will be charged for the full calendar month's fee. Fees are payable over four quarters, payable by the 7th day of the first month of each quarter.

Participant undertakes to pay the annual club affiliation and registration fees as determined from time to time by Club management.

**Terms and Conditions**

I have read this document, fully understand its terms, understand that I have given up substantial rights by signing it and sign it freely and voluntary without any inducement

.....

Participant Signature

Parent Name and Surname: .....

Signature Date: .....



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