



**MAINE ACADEMY OF GYMNASTICS  
PARTICIPANT MEDICAL INFORMATION**

Participant Name \_\_\_\_\_  
Last First M.I. AGE

To be filled out by parent/legal guardian or Participant:

Does the Participant:

1. Have any existing medical problems? \_\_\_\_ Yes \_\_\_\_ No  
\_\_\_\_ Asthma \_\_\_\_ Diabetes \_\_\_\_ Seizures \_\_\_\_ Heart Problems  
\_\_\_\_ Musculoskeletal Problems (ex: back, neck, bone or joint problems, scoliosis)  
Other, explain: \_\_\_\_\_
2. Have to use medications on a regular basis? \_\_\_\_ Yes \_\_\_\_ No  
If yes, what medication? \_\_\_\_\_
3. Wear any appliances/devices? \_\_\_\_ Yes \_\_\_\_ No  
\_\_\_\_ Eyeglasses/contacts \_\_\_\_ Hearing Aids  
\_\_\_\_ Dental appliance \_\_\_\_ Splints/orthotics  
Other, explain: \_\_\_\_\_
4. Have any medical condition that might interfere with his/her participation in the sport of gymnastics? \_\_\_\_ Yes \_\_\_\_ No  
If yes, what condition? \_\_\_\_\_
5. Have any known allergies? \_\_\_\_ Yes \_\_\_\_ No  
If yes, please specify: \_\_\_\_\_

**IN CASE OF AN EMERGENCY. NAME AND TELEPHONE NUMBER OF FRIEND OR RELATIVE**

\_\_\_\_\_  
DOCTOR'S NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

INSURANCE COMPANY \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

HOSPITAL PREFERENCE \_\_\_\_\_

**Emergency Medical Care Authorization:** In the event that the Participant should become accidentally injured or ill while at the Maine Academy of Gymnastics ("MAG") or any related activity in which the Participant may be involved, we hereby authorize MAG or its agents to arrange for whatever emergency medical care is deemed necessary and reasonable at the time, including transport to a local hospital Emergency Department and agree to be solely responsible for all expenses and costs related to such emergency treatment and agree to indemnify and hold harmless MAG, its shareholders, directors, officers, employees, coaches, agents and Parents Association for any expenses and costs it may incur related to such treatment..

\_\_\_\_\_  
Signature of Participant (if over 12 years of age) Date

\_\_\_\_\_  
Signature of Mother/legal guardian Date

\_\_\_\_\_  
Signature of Father/legal guardian Date

**Consent and Release:** We hereby consent that the Participant above may be involved in gymnastics and any related activity provided by MAG which may include travel, both local and away and in consideration of MAG allowing the Participant to participate in its gymnastics programs and related activities, as more fully spelled out in the attached **Release, Waiver of Liability, Assumption of Risk, Indemnification, and Arbitration Agreement**, we unconditionally release, hold harmless, waive, discharge and covenant not to sue the Maine Academy of Gymnastics, its shareholders, directors, officers, employees, coaches, agents and Parents Association from any and all liability for damages and costs and any claim or demand therefore, directly or indirectly arising out of or related to any injuries that the above named Participant might sustain while engaged in the practice or performance of any gymnastic routine or activity while at the MAG or during participation at any event in which the Participant, MAG, it's coaches, agents or Parent Association are involved or that we, the parents/guardians might sustain as a direct or indirect result of the Participant's or our participation in, association with, or attendance at any gymnastics program or related activity of MAG

\_\_\_\_\_  
Signature of Participant (if over 12 years of age) Date

\_\_\_\_\_  
Signature of Mother/legal guardian Date

\_\_\_\_\_  
Signature of Father/legal guardian Date

# Maine Academy of Gymnastics

## Release, Waiver of Liability, Assumption of Risk, Indemnification, and Arbitration Agreement

(Read Carefully Before Signing)

### For participation as a Student, Competitor, Guest, Crew, Event Specialist or Volunteer

1. **Release, Waiver of Liability and Assumption of Risk:** In consideration the Maine Academy of Gymnastics accepting and permitting the Participant named below to participate in it gymnastics program and other athletic event, of or directly or indirectly related to Maine Academy of Gymnastics (“MAG” and “MAG Activities” respectively), the Participant named below and the parent(s) and/or legal guardian(s) of the minor Participant (collectively the “Parents”) understand, acknowledge and agree that:

o There are risks and dangers, direct and indirect, that are inherently associated with participation in and attendance at gymnastics or athletic events and activities such as those encompassed in MAG Activities that can result in bodily injury, partial and/or total disability, paralysis and death. The social and economic losses and/or damages that can result from these risks and dangers can be severe. These risks and dangers, as well as other risks not currently known and/or not reasonably foreseeable at this time, may be caused by the action, inaction or negligence of the Participant or Parents or the action, inaction, rescue attempts or procedures, or negligence of others, including, but not limited to, the Releasees named below;

o The Participant and the Parents of the minor Participant shall inspect the facilities and equipment to be used in any MAG Activities, and if he or she believes anything is unsafe, shall immediately advise MAG of such condition and refuse to participate or, if the Participant is a minor, the Parents shall withdraw the minor Participant from participation; and

o Recognizing the risks inherent in MAG Activities and the right of the Participant to refuse to participate, and, if the Participant is a minor, the Parents’ responsibility to withdraw the minor Participant from participation, the Participant and we the Parents, hereby fully accept and assume the risks and responsibility for any and all losses and/or damages directly or indirectly arising from or related to any injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below and accordingly HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE MAG, its shareholders, directors, officers, managers, coaches, employees and agents, (herein the “Releasees”)...FROM ALL LIABILITY TO THE PARTICIPANT AND THE PARENTS, as well as to their respective personal representatives, assigns, executors, heirs and next to kin for any and all claims, demands, losses or damages and any claims or demands arising directly or indirectly from or related to any injury to the Participant or any of the Parents , including but not limited to partial or total paralysis or death, or damage to property, directly or indirectly arising out of or relating to MAG Activities caused or alleged to be caused in whole or in part by the negligence of Releasees or otherwise. The Participant and the Parents further expressly agree that this Release, Waiver, Assumption of Risk, and Indemnity Agreement (the “Agreement”) extends to all acts of negligence by the Releasees and is specifically intended to be as broad and inclusive as is permitted by the law of the State of Maine and any other State or Province in which MAG Activities may be conducted and that if any portion thereof is held invalid, it is agreed that the balance of this Agreement shall continue in full legal force and effect.

2. **Indemnification:** The Participant and the Parents, on behalf of the minor Participant and themselves individually and collectively, further agree that if, despite this Agreement, either the Participant or either or both Parents or any insurance company, attorney, or other party , makes a claim in violation of this Agreement, against any of the Releasees on behalf of either the Participant or either or both Parent, or by way of subrogation of their respective rights, the Parents shall release, indemnify, and reimburse the Releasees for any money and other costs or damages which the Releasees have to pay to the Participant or either or both Parent, or on their behalf, or to any other party, shall hold the Releasees harmless, and agree that the liability of the Parents hereunder shall be joint and severable. Notwithstanding the previous sentence, this Indemnification provision shall not apply to any injury resulting from the commission by a Releasee of any tort or criminal act against either the Participant or either or both Parent.

3. **Arbitration:** The Participant and the Parents further agree that any dispute or controversy arising from, related to, or in connection with this Agreement or any claims of the Participant or either or both Parent or any party representing any of them shall be determined and settled solely by arbitration in accordance with the rules of the American Arbitration Association, and arbitration shall be a condition precedent to the commencement of any court action based on such dispute or controversy. The Arbitration shall be held in Portland, Maine unless otherwise agreed upon by all parties, and any award rendered shall be final and binding on each and all parties and the prevailing party shall be entitled to all costs and reasonable attorney’s fees in pursuing such arbitration and any subsequent action to enforce an arbitration decision.

3. **Binding Agreement:** This Release, Waiver of Liability, Assumption of Risk, Indemnification, and Arbitration Agreement is binding on the undersigned Participant and Parents as well as their respective personal representatives, assigns, executors, heirs, next of kin, insurance companies, attorneys, and agents.

WE HAVE READ THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION, AND ARBITRATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO US AND INTEND OUR SIGNATURES TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Printed Name of Participant \_\_\_\_\_ Age: \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date: \_\_\_\_\_

Mother/Guardian Signature \_\_\_\_\_ Date: \_\_\_\_\_

Father/Guardian Signature \_\_\_\_\_ Date: \_\_\_\_\_

Received by MAG Title: \_\_\_\_\_ Date: \_\_\_\_\_