

ASSUMPTION OF RISK AND RELEASE OF LIABILITY & PUBLICITY RIGHTS
WAIVER

BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS. YOU SHOULD READ THIS DOCUMENT CAREFULLY AND IN ITS ENTIRETY AND ENSURE THAT YOU UNDERSTAND ALL OF ITS TERMS.

The NAIGC has sanctioned the 2022 NAIGC February Competition (the “Event”), which is being hosted by Virtual Stars Gymnastics Competition (the “Host”) throughout the month of February 2022 on the Virtual Stars online platform. Although this Event is an NAIGC-sanctioned competition, I understand and agree that the NAIGC is not hosting the Event, is not responsible for any activities that take place at or on the way to or from the Event, and is not responsible for monitoring the Event to ensure compliance with the NAIGC Safety & Equipment Standards, Code of Conduct, and other policies.

Readiness to Compete

I represent that I am physically and psychologically healthy enough to participate in the Event and do not have any health condition that would impair my ability to safely participate in the Event. I have properly prepared to perform each of the exercises I will attempt in this Event; I have practiced those exercises; and I have performed those exercises in the past without suffering injury.

Assumption of Risk and Release of Liability

In consideration for being allowed to participate in this Event, I knowingly acknowledge that:

- My participation in the Event is entirely voluntary;
- I will be solely responsible for my actions, conduct, and safety during the Event, including following all NAIGC and Host rules, regulations, and instructions;
- There are risks inherent in my participation in the Event, including risk of serious bodily injury and death;
- The dangers and risks of participating in the Event may result not only in serious injury, but also in a serious impairment of my future abilities to earn a living, to engage in other business, social and recreational activities and generally to enjoy life;
- The NAIGC and the Host cannot and do not represent that I will not be harmed during the Event;
- All bills for medical care and treatment as a result of my participation with the Event will be my responsibility; and
- The NAIGC and the Host do not warrant or guarantee in any respect the physical condition of any of the equipment used in connection with this Event.

I knowingly and voluntarily assume all risks which may be incurred from or connected in any manner with my participation in the Event, including the risk of serious bodily injury or death caused by my participation. I waive and forever release the Host and its Board, Officers, agents, and sponsors as well as the NAIGC, its Board, Officers, volunteers, and sponsors from all

claims, whether known or unknown and whether anticipated or unanticipated, for personal injury, death or property damage sustained by me during or because of my participation in the Event, including damage caused by the negligence of the Host and its Board, Officers, agents, and sponsors or by the negligence of the NAIGC, its Board, Officers, volunteers, and sponsors. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

Publicity Rights

I grant the NAIGC and the Host permission to record, use, and edit my name, voice, photography, image, likeness, performance, and all biographical information submitted by me without restriction. The NAIGC and the Host may reproduce, create derivative works, distribute, publicly perform and display, and sell such recordings in any and all formats or media, as well as use such recordings in advertising, marketing, or promoting the NAIGC or its events and programs; the Host may do likewise in advertising, marketing, or promoting its own events and programs. I agree that I will not receive compensation for any of the aforementioned uses. But the NAIGC and the Host may not use my performance for the express or implied endorsement of any third party's products or services.

Code of Conduct

I have read, understood, and agree to abide by the [NAIGC Code of Conduct](#).

COVID-19 Safety Acknowledgement

While participating in events held or sponsored by NAIGC, all COVID-19 safety measures outlined [here](#) including but not limited to vaccination requirements, social distancing, mask wearing, etc. must be followed. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, NAIGC and the host club have put in place preventative measures based on a [color ranking system](#) to reduce the spread of COVID-19. However, neither NAIGC nor the host club can guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in NAIGC sanctioned events. By attending an NAIGC sanctioned event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19 based on the latest Center for Disease Control guidance, which may include, but is not limited to, fever, cough, and shortness of breath.

2. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR:

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact the host gym if he/she experiences symptoms of COVID-19 within 14 days after participation in the event in order to ensure proper contact tracing.

ASSUMPTION OF THE RISK. I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.

2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties.

I have read, understood and agree to abide by the NAIGC 2021 Sanctioned Events Guidelines.

The undersigned expressly agrees that this agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina (where the NAIGC is incorporated) without regard to conflict-of-laws principles. I intend this to be a complete and unconditional release of all liability to the greatest extent allowed by law. If a court holds any part of this agreement to be unenforceable or against public policy, the offending part of the agreement shall be construed to be consistent with the law and the remaining terms shall remain enforceable.

Participant's signature: _____

Printed name of participant: _____

Date: _____

If the participant is under the age of 18:

As the legal parent / guardian of _____, I agree that I fully understand and accept this agreement in exchange for my child's participation in this Event.

Parent's / guardian's signature: _____

Printed name of parent / guardian: _____

Date: _____