

# Medical Information, Release and Medical Waiver

## PLEASE CHECK APPROPRIATE BOXES

Name: \_\_\_\_\_

Does your student take any medications regularly?  Yes  No

Name of medication, dosage,

\_\_\_\_\_ and condition medication is for: \_\_\_\_\_

Are there any allergies or health conditions that we should be aware of?  Yes  No

Describe: \_\_\_\_\_

Eyeglasses (Should they be worn during their lessons?)  Yes  No

Contact lenses (Should they be worn during their lessons?)  Yes  No

Dental Appliances (Describe): \_\_\_\_\_

Hearing Aids: \_\_\_\_\_

## PLEASE LIST ANY PHYSICAL CONDITIONS WE SHOULD BE AWARE OF:

\_\_\_\_\_

### For Office Use Only:

In System

Initials \_\_\_\_\_

## Release and Medical Waiver

### PARENT AND/OR PARTICIPATING ADULT, PLEASE READ CAREFULLY AND SIGN WHERE INDICATED BELOW. FOR ANY CHILD PARTICIPATING IN A GYMNASIUM ACTIVITY:

By the very nature of the activity, gymnastics carries a risk of physical injury. No matter how careful the gymnast and the coach are, no matter how many spotters are used, no matter what height is used or what landing equipment, the inherent risks associated with gymnastic activities cannot be eliminated. The risk of injuries include minor injuries, such as bruises, and more serious injuries, such as broken bones, dislocations and muscle pulls. The risk also includes catastrophic injuries such as permanent paralysis or even death from landings or falls on the back, neck or head.

Gymnastics, or any activity that involves motion, rotation, and height in a unique environment, carries with it a reasonable assumption of risk. 74th St. MAGIC is bound by law to inform all participants and their parents or guardians of the risk involved in the activity of gymnastics. Anyone participating in the 74th St. MAGIC gymnastic program (along with those legally responsible for the participant) must sign this release and must adhere to the safety rules governing the gymnasium. These rules are posted inside and outside the gymnasium.

In consideration for 74th St. MAGIC'S acceptance of the applicant, and in consideration of the applicant's opportunity to improve gymnastic skills through the use of 74th St. MAGIC'S staff, equipment and facilities, those legally responsible for the named enrolling student recognize that potentially severe injuries, including permanent paralysis or death, can occur in sports or activities involving height or motion that take place at 74th St. MAGIC, including, but not limited to, gymnastics, tumbling, trampoline, martial arts, dance and cheerleading. Being fully aware of these dangers, I, on my own behalf and on behalf of my child, our respective heirs, administrators, executors and successors, and assigns, hereby covenant not to sue and forever release and hold harmless 74th St. MAGIC and MAGIC Management LLC, and their officers, directors, shareholders, employees or agents from all liability for any and all damages or injuries suffered while under the instruction, supervision or control of 74th St. MAGIC and MAGIC

Management LLC, including, without limitation, those damages or injuries resulting from acts of negligence on the part of 74th St. MAGIC and MAGIC Management LLC and their officers, directors, shareholders, employees or agents. Additionally, I hereby agree to individually provide all possible future medical expenses which may be incurred by me or my child as a result of any injury sustained by me or my child while in attendance at or participating at 74th St. MAGIC. I have read and understand this ASSUMPTION OF RISK, WAIVER OF LIABILITY and MEDICAL AUTHORIZATION and I VOLUNTARILY affix my name in agreement below:

### FOR ALL OTHER ACTIVITIES

I certify that the enrollee has no condition that prohibits full participation in the activities at 74th St. MAGIC. I assume all ordinary risks when using the facilities and hereby release 74th St. MAGIC, or any of its employees, for any injury or damage suffered in connection with said use of the aforementioned facility and its equipment.

### MEDICAL AUTHORIZATION AND WAIVER

In case of emergency and I cannot be reached, I authorize 74th St. MAGIC, its agents and employees to contact and secure, if necessary, medical attention for my child.

### FOR ALL STUDENTS ENROLLED IN CLASSES

I hereby grant to 74th St. MAGIC and/or its legal representatives and assigns, the irrevocable, absolute, and unrestricted right to use and publish the likeness, portraits, photographs, film or videos of my child, or in which my child may be included, for editorial, trade, advertising, brochures, website, social media and any other purpose and in any manner and medium, and to copyright same. I hereby release 74th St. MAGIC and its legal representatives and assigns from all claims, royalties, and liability relating to the use of said likeness, portraits, photographs or films/videos.

**I understand and accept all enrollment conditions contained in this release and medical waiver.**

Parent or Guardian Signature

Date