

**Norco Diving / The Flip Lab/ NCI Sports
Participant Waiver & Assumption of Risk**

Name of child participant (if under 18):

Participant's Birthdate: ____/____/____

Name of Adult/Parent/Legal Guardian:

Email: _____

Phone Number: _____

1. Definitions:

- a. "Activities" include diving, swimming, trampoline use, dryland training, conditioning, competitions, and all related activities, whether held indoors or outdoors, and including but not limited to any off-site events, travel, or activities sponsored by or associated with NCI Sports/Norco Diving/The Flip Lab.
- b. "Released Parties" include Norco Diving, The Flip Lab, NCI Sports LLC, American Gymnastics and Educational Programs, Inc. (AGEPI), and their coaches, directors, officers, employees, contractors, volunteers; as well as the following facilities: Village Green Pool, City of Fort Collins Parks & Recreation, Colorado State University, YMCA of Northern Colorado, The Flip Lab, and any other facilities used in connection with the Activities.

2. Assumption of Risk: I understand that these Activities involve **inherent and foreseeable risks**, including but not limited to:

- a. Slips, trips, or falls on deck, trampoline, diving boards or pool surfaces;
- b. Muscle strains, sprains, concussions, and other sports-related injuries;
- c. Injuries related to diving boards, trampolines, and other equipment;
- d. Water-related risks, including shallow water entry, drowning, or near-drowning;
- e. Risks from other participants' actions or inactions;
- f. Risks from ordinary negligence in supervision, instruction, or facility operations.

I voluntarily assume all such risks, whether known or unknown, on behalf of my child.

3. ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY.

- a. **Assumption of Risk and Compliance:** I affirm that my child is in good health, physically fit, and properly able to participate in the Activities. I understand that participation in Activities involves inherent risks, including the possibility of serious injury or death, and including those listed in Section 2. I voluntarily assume all such risks on behalf of my child, including those arising from the ordinary negligence, breach of contract, or breach of statutory or other duty of

care by the Released Parties. I also agree that my child and I will comply with all applicable laws, rules, regulations, and facility policies, including following directions from coaches, lifeguards, and staff, staying within designated training areas, and using equipment only as instructed. I accept responsibility for any violation and for any resulting fines, penalties, damages, or costs, including reimbursing the Released Parties for expenses they may incur. Use of facilities is limited to designated program areas under staff supervision. Coaches have full authority over practices, training sessions, and competitions, and any concerns should be directed to them.

- b. **Waiver and Release:** For and in consideration of being permitted to participate in the Activities, I, on behalf of myself, my child, our heirs, and representatives, hereby release, waive, and covenant not to sue the Released Parties from any and all claims, liabilities, demands, or causes of action for injury, loss, or damage of any kind arising out of participation in the Activities or use of the facilities, including those caused by the acts or omissions of other participants, and including but not limited to claims based on ordinary negligence, breach of contract, or breach of statutory or other duty of care. This release does not apply to claims arising from the gross negligence or willful misconduct of the Released Parties. This release applies regardless of insurance coverage. Any insurance coverage does not alter the effect of this release. Nothing in this Agreement waives liability for conduct that cannot be released under Colorado law.
- c. **Colorado Law Notice:** I understand and acknowledge that under Colorado law, a minor cannot waive liability on their own behalf. By signing this document, I, as the parent/legal guardian, knowingly and voluntarily assume the risks described herein for my child and agree to release the Released Parties from liability to the fullest extent permitted by Colorado law.

Initial: _____

4. Indemnification.

- a. If my child, I, or anyone acting on our behalf makes a claim against any Released Party, I agree to indemnify and hold harmless the Released Parties from all litigation expenses, attorney's fees, losses, or costs incurred as a result of such claim.

5. Medical Authorization. I, the parent/legal guardian of the Participant, authorize Norco Diving/NCI Sports, LLC/The Flip Lab and its officers, directors, employees, and affiliates to obtain medical care and transportation for the Participant in the event of injury or emergency. This authorization includes x-rays, anesthesia, medical or surgical diagnosis or treatment, and hospital or emergency room care as deemed necessary by licensed physicians, surgeons, dentists, or other qualified medical providers in the State of Colorado. I understand this authorization is given in advance to ensure timely care should I be unreachable, and that reasonable efforts will be made to contact me before treatment is provided. I accept responsibility for all costs, including transportation costs, associated with such care.

Initial _____

6. Media Release.

- a. I grant Norco Diving/NCI Sports/The Flip Lab permission to photograph or video my child during Activities. These images may be used for internal and external purposes, including program development, education, and marketing. I waive any right to compensation or approval of such materials.

7. Legal Representations.

- a. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives in the event of my death or incapacity.
- b. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- c. I represent that I am the Participant if 18 years or older, or the parent/legal guardian of the minor Participant, and that I have full authority to sign this Agreement on the Participant's behalf.
- d. This Agreement shall be governed by and interpreted exclusively under the laws of the State of Colorado, without regard to conflict of law principles. Any dispute arising from participation in the Activities or this Agreement shall be brought only in the state or federal courts located in Colorado.

ACKNOWLEDGMENT AND CONSENT

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I RECOGNIZE THAT BY SIGNING, I AM WAIVING CERTAIN LEGAL RIGHTS FOR MYSELF, MY CHILD, AND OUR HEIRS.

Parent/Guardian Signature

Date

Participant Signature (if 18 years or older)

Date
