



# ASSUMPTION OF LIABILITY, RELEASE, AND INDEMNITY AGREEMENT

– ANNUAL FORM –

For purposes of approved travel between an Adult Participant with a position of authority and a minor athlete.

Member Club to submit form to: [usagymsafesport@usagym.org](mailto:usagymsafesport@usagym.org)

Member Club Name: \_\_\_\_\_ Member Club Number: \_\_\_\_\_

Authorized Agent for Club (e.g., Owner): \_\_\_\_\_

By signing this Assumption of Liability, Release, and Indemnity Agreement (the "Agreement"), MEMBER CLUB acknowledges and agrees to all of the following:

- A. MEMBER CLUB acknowledges that USA Gymnastics' SafeSport Policy expressly forbids unsupervised One-on-One contact between Adult Participants and Minor Athletes without an approved exception in the following contexts:
- Out-of-program contact;
  - Travel
  - Electronic Communication
  - Individual training sessions;
  - Lodging;
  - Treatment by health care or mental health care providers
  - Locker Rooms/Bathrooms
- B. MEMBER CLUB elects, in its sole and complete discretion, to deviate from USA Gymnastics' SafeSport Policy by providing parents or legal guardians of minor athletes the option to consent, in writing, to certain instances of unsupervised One-on-One contact between an unrelated Adult Participant and the minor athlete subject to the parent's or guardian's legal authority, in accordance with this Agreement, USA Gymnastics' SafeSport Policy, and the U.S. Center for SafeSport's Minor Athlete Abuse Prevention Policy (the "Parental Consent Option").
- C. One-on-one In-Program travel is permitted between an Adult Participant and a Minor Athlete when advance written consent is obtained from a parent/guardian on an annual basis.
- D. MEMBER CLUB must obtain written consent annually, providing the itinerary remains consistent for local travel by vehicle to and/or from the Member Club for regular, consistent practices (e.g., weekly practices).
- E. MEMBER CLUB agrees that written consent from a parent or guardian may be used to allow one-on-one contact in the following circumstances:
- Airline travel;
  - Local travel by vehicle to and from the Member Club
  - Local travel by vehicle to and from Meet when parent is unable to attend
- F. MEMBER CLUB agrees to satisfy all terms of this Agreement and USA Gymnastics' Safe Sport Policy before any unsupervised One-on-One contact between an unrelated adult participant and a minor athlete will be allowed. MEMBER CLUB acknowledges that any failure to satisfy all terms of this Agreement and USA Gymnastics' Safe Sport Policy before allowing or facilitating any unsupervised One-on-One contact between an unrelated Adult Participant and Minor Athlete will constitute grounds for termination of MEMBER CLUB's status as a USA Gymnastics Member Club.
- G. MEMBER CLUB is solely and completely responsible for obtaining and retaining the required written consent of the minor athlete's parent(s) or legal guardian(s) in a matter that satisfies all applicable rules, policies, regulations, and laws. All original copies of such written consent must be retained by MEMBER CLUB. MEMBER CLUB must immediately produce such written consent upon demand by law enforcement, the U.S. Center for SafeSport, or USA Gymnastics.

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- H. Written consent by parent(s) or guardian(s) must meet all of the following criteria:
- Written consent is given by parent or legal guardian of the minor athlete for unsupervised One-on-One contact.
  - The parent(s) or legal guardian(s), the Authorized Agent for Club, and the unrelated adult participant must sign the written consent. All parties who sign the written consent are strictly liable for any material misrepresentations or material omissions contained in the written consent.
  - The written consent confirms that each parent or legal guardian signing the written consent has:
    - completed the “Parent’s Guide to Misconduct in Sport,” offered by the U.S. Center for SafeSport; (one time only)
    - confirmed a travel plan that, at a minimum:
      1. states the place and time of departure and the place and time of arrival;
      2. lodging reservations
      3. flight schedule
    - agreed to notify immediately the Authorized Agent for Club of any deviation from the travel plan or expected conduct; and
    - The written consent confirms that the minor athlete:
      1. has successfully completed the age appropriate SafeSport course for athletes (one time per age group), provided by the U.S. Center for SafeSport; and
      2. has the right decline or end unsupervised One-on-One contact at any time and without any explanation.
  - The written consent confirms that the unrelated adult participant:
    1. membership status in good standing;
    2. has reviewed the USA Gymnastics Safe Sport Policy, and the SafeSport Code for the U.S. Olympic and Paralympic Movement and acknowledges their obligation to report child abuse and misconduct under those policies.
    3. has no red-flag level criminal disposition or unresolved criminal indictment or charge (see the SafeSport Code and USA Gymnastics background check policy for definitions);
    4. does not appear on USA Gymnastics Permanently Ineligible or Suspended and Restricted Person’s list.
  - The written consent confirms that the Authorized Agent for Club:
    1. agrees to immediately end unsupervised contact between an unrelated adult and a minor athlete upon request of the athlete or parent or legal guardian, without any explanation needed from the requesting party; and
    2. has reviewed the USA Gymnastics Safe Sport Policy, and the SafeSport Code for the U.S. Olympic and Paralympic Movement and acknowledges their obligation to report child abuse and misconduct under those policies.

*All of the above criteria must be expressly stated in the written consent.*

- I. MEMBER CLUB is solely and completely responsible for (a) its decision to elect the Parental Consent Option and (b) any One-on-One contact between an unrelated adult and a minor athlete. MEMBER CLUB assumes complete responsibility for any loss, damage or injury of any kind including any direct, indirect, special, incidental, exemplary, consequential or punitive losses or damages, or damages arising out of or in connection with either (a) its decision to elect the Parental Consent Option or (b) any One-on-One contact between an unrelated adult and a minor athlete.
- J. MEMBER CLUB and its employees and agents (the “Releasing Parties”) agree not to hold USA Gymnastics liable for any loss or damage incurred that is connected in any way to (a) the Releasing Parties’ decision to elect the Parental Consent Option or (b) One-on-One contact between an unrelated adult and a minor athlete. The Releasing Parties’ exclusive remedy shall be as set forth in this Agreement. To the maximum extent permitted by law, in no event shall USA Gymnastics (including its officers, directors, employees and agents) be liable for any loss, damage or injury of any kind including any direct, indirect, special, incidental,

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exemplary, consequential or punitive losses or damages, or damages arising out of or in any way connected with (a) the Releasing Parties’ decision to elect the Parental Consent Option or (b) One-on-One contact between an unrelated adult and a minor athlete. The Releasing Parties release USA Gymnastics (including its officers, directors, employees and agents) from any claims, losses or damages arising from or in any way connected with (a) the Releasing Parties’ decision to elect the Parental Consent Option or (b) One-on-One contact between an unrelated adult and a minor athlete, including any and all claims, losses or damages arising from or occurring as a result of the negligence of any party except to the extent that the claim is based upon the intentional or reckless conduct of USA Gymnastics. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

- K. The Releasing Parties agree to indemnify, defend, and hold harmless USA Gymnastics, and its directors, officers, employees, officials, judges, coaches, athletes and agents (collectively, the “USA Gymnastics Indemnified Parties”) from and against any and all expenses, damages, claims, suits, actions, awards, attorneys’ fees and liabilities (“Third Party Claim(s)”) arising out of or in any way related to (a) the Releasing Parties’ decision to elect the Parental Consent Option; (b) One-on-One contact between an unrelated adult and a minor athlete; or (c) the negligence or willful misconduct of the Releasing Parties (or any of them) or their employees or agents (except to the extent of

the gross negligence or willful misconduct of the USA Gymnastics Indemnified Parties), where such claims, suits or actions and the like are brought by individuals other than the USA Gymnastics Indemnified Parties. If the USA Gymnastics Indemnified Parties intend to claim indemnification under this Agreement, they shall provide reasonable notice of the Third-Party Claim to MEMBER CLUB. The USA Gymnastics Indemnified Parties shall be entitled to control the defense of and otherwise represent their interests in the Third-party Claim, including the right to select and direct legal counsel and other consultants, and in good faith to propose, accept, or reject settlement offers. The indemnification obligation contained in this Agreement shall apply to amounts paid in good faith settlement of any Third Party Claim. Nothing in this Agreement prevents the Releasing Parties from participating in their own defense to any Third Party Claims at their own cost and expense. The failure of the USA Gymnastics Indemnified Parties to provide notice as required by this section does not relieve the Releasing Parties from their indemnity and defense obligations under this Agreement except to the extent that such failure materially prohibits the Releasing Parties from satisfying such obligations. The Releasing Parties will cooperate with the USA Gymnastics Indemnified Parties, or any of them, in the contest and defense of a Third Party Claim, including providing reasonable access upon reasonable notice to the books, records (including any documents evidencing consent by a parent or guardian to One- on-One contact), and employees or agreements of MEMBER CLUB.

I have read this entire Agreement. I am authorized by MEMBER CLUB to sign this Agreement. By signing below, I am binding MEMBER CLUB to all of the terms and conditions of this Agreement.

Signature: \_\_\_\_\_

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

Member Club Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_