



CITY FIT SHOP INC. RELEASE AND WAIVER OF LIABILITY, INDEMNITY AGREEMENT, AND ASSUMPTION OF RISKS

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT AS WELL AS THE RIGHT OF YOUR PERSONAL REPRESENTATIVES TO COMPENSATION FOR YOUR DEATH.

PLEASE READ THOROUGHLY BEFORE SIGNING.

Initials

CITY FIT SHOP INC. WAIVER

Participant Name:	Last Name:		First Name:	
Address:	Street:		Province:	
	City:		Postal Code:	
Birthday (yyyy/mm/dd)			Phone:	
Email:				

In consideration of permission to use, today and on all future dates, the property, facilities, and services of, City Fit Shop Inc. for any purpose including, but not limited to observation, use of indoor and outdoor facilities and/or equipment, private events, public events, programs and/or participation in any way (all which are after hereinafter referred to as **ACTIVITIES**), I, the undersigned, hereby agree to the following:

ASSUMPTION OF RISK

I, the undersigned understand and have full knowledge of the nature and extent of the risks, dangers, and hazards involved in using City Fit Shop Inc. facilities and equipment and all **ACTIVITIES** that could result in injury, paralysis, death, or damage to the Participant, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. The risks, dangers, and hazards include, but are not limited to injury or death due to falling from heights; paralysis; torn ligaments and tendons; splinters; cuts and bruises; muscle and joint sprains and strains; broken wrists, arms, ankles, and legs; concussions; injury to the musculoskeletal and/or cardiorespiratory systems that can result in serious injury or death; injury or death due to the negligence on the part of myself, my instructors, or other people around me; injury or death due to improper use of failure of equipment; injury or death as a result of improper training techniques; injury or death due to a medical condition whether known or unknown to me; injury or death due to failure to act safely within my own ability; injury or death due to outdoor terrain that includes: exposed rock, earth, ice, and other natural objects, mud, ice and other slippery conditions, steep inclines and declines, uneven surfaces and exposed holes, and steep embankments; and other serious injuries, death and **NEGLIGENCE ON THE PART OF CITY FIT SHOP INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, INSTRUCTORS, REPRESENTATIVES, VOLUNTEERS, AGENTS, PARTICIPANTS, LESSORS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS (ALL WHOM ARE HEREINAFTER REFERRED TO AS THE "RELEASEES"), INCLUDING THE FAILURE OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGAURD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS REFERRED TO ABOVE.**

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH CITY FIT SHOP INC. AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

- I understand, acknowledge, covenant, and agree that by signing this document, I, my successors, heirs, assigns, or personal representatives **RELEASE AND WAIVE THE RIGHT TO SUE OR OTHERWISE CLAIM AGAINST THE RELEASEES** from all liability to me for any loss or damage to property, injury, or death to person, whether said damage or injury results from conditions arising upon the City Fit Shop Inc. facilities or arising out of or in connection with City Fit Shop Inc. "**ACTIVITIES**". **CITY FIT SHOP INC. SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ANY OTHER MEMBER, OCCUPANT OR USER OF THE CITY FIT SHOP INC. PREMISES OR PARTICIPANT IN CITY FIT SHOP INC. "ACTIVITIES". I ASSUME FULL RESPONSIBILITY FOR, AND RISK OF, BODILY INJURY, DEATH OR PROPERTY DAMAGE. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE DANGERS, RISKS, AND HAZARDS REFERRED TO ABOVE;**
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of or personal injury to any third party resulting from my use of, or participation in, **ACTIVITIES** or use of the facilities.
- This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death or incapacity;
- This Release Agreement and any rights, duties, and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction. And shall be within the exclusive jurisdiction of the Courts of the Province of Alberta; and no other jurisdiction;
- Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta; and



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- 6. In entering into this Release Agreement, I am not relying upon any oral or written representations or statements made by the Releaseses with respect to the safety of my use of, or participation in ACTIVITIES or use of the Facilities other than what is set forth in this Agreement.

I AM SATISFIED THAT I HAVE FULLY INFORMED MYSELF ABOUT THE PHYSICAL RISKS AND VOLUNTARILY ACCEPT THESE PHYSICAL RISKS BOTH KNOWN AND UNKNOWN.

I attest and verify that, unless otherwise indicated below, I:

- a) am over 18 years of age.
- b) am free from all illnesses, injuries, and defects that could interfere with my safe participation in any of the above programming, activities, and/or events.
- c) that I am physically fit and sufficiently trained to participate in all activities associated with any of the ACTVITE
- d) that the information given on this form is correct and complete.

FIRST AID

I authorize City Fit Shop Inc. to administer any first aid deemed necessary, and in case of serious illness or injury, give permission to request for medical and or surgical care, and or required medical transport to a medical facility deemed necessary. I understand that City Fit Shop Inc. is not responsible for costs incurred for medical care.

PHOTO/AUDIO/VIDEO RELEASE

I acknowledge and consent that **photographs and audio/video recordings of my participation** and or spectating in City Fit Shop Inc. facilities, or programming, activities and/or events in connection with City Fit Shop Inc., may be taken for teaching purposes, and for use in advertising/marketing, including but not limited to social media, now and in the future. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

I acknowledge and consent that data may be collected on my physical development and communicated externally to my legal guardians, parents, coaches, sport organizations, sport bodies and/or school/educators. This data may also be used for the purposes of academic and professional research and teachings, including but not limited to publications and conference presentations. No personal information, such as names, will be used in any publications unless express consent is given.

I understand and agree to abide by all other City Fit Shop Inc. policies with respect to payments, contracts, programming, events, and codes of conduct.

I ACKNOWLEDGE THAT (I) I HAVE READ AND UNDERSTAND THIS DOCUMENT, (II) I HAVE INSPECTED THE CITY FIT SHOP INC. FACILITIES AND EQUIPMENT, (III) I ACCEPT THEM AS BEING SAFE AND REASONABLY SUITED FOR THE PURPOSE INTENDED AND (IV) I VOLUNTARILY SIGN THIS DOCUMENT.

I want to receive information on programs, camps, and other news and events. Don't worry we don't spam you!

IN WITNESS WHEREOF I have executed this document at the city of Edmonton in the Province of Alberta this ____ day of _____, 201____.

Printed Name of Participant:
(Parent or Legal Guardian if under 18)

Signature of Participant:
(or parent/legal guardian if under 18)

Printed Name of Witness (Must be over 18 years of age)

Signature of Witness