

TO: THE GOVERNORS OF THE UNIVERSITY OF CALGARY

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE.**

PLEASE READ CAREFULLY!

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

COURSE CODE & TITLE: _____

COURSE DATE: _____

ASSUMPTION OF RISK

I am aware that participating in the **activity of Fitness Classes / Training** has many inherent risks, including but not limited to:

General:

- Theft, vandalism, damage or loss of personal property.
- Any manner of injury or death resulting from use, misuse, non-use and failure of any equipment.

Fitness Classes / Training:

Any manner of injury, illness or death resulting from:

- Impact, entanglement or impairment on obstructions, apparatus/equipment, floor surface or walls;
- Contact with participants, spectators, officials or other people;
- An increased load on the heart, which may result in dizziness, shortness of breath and in extreme circumstances, may result in a heart attack;
- Muscular injuries such as sprains and strains, bone injuries, fainting, chest discomfort, leg cramps and nausea;
- My participation and use of equipment beyond my own abilities.

NOTE: Participants should obtain a physical examination from a health care professional before participating in any exercise activity or using any exercise equipment.

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.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the **The Governors of the University of Calgary** permitting my participation in the **activity of Fitness Classes / Training**, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against **The Governors of the University of Calgary** and its members, officers, employees, students, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as "the Releasees");
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the **activity of Fitness Classes / Training** due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIER'S LIABILITY ACT, RSA 2000 c. 0-4 AS AMENDED ON THE PART OF THE RELEASEES;

_____ (Initial here that you have read paragraph 2.)

3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in the **activity of Fitness Classes / Training**; and

4. THAT if I am supplying my own equipment, I am responsible for ensuring that it is safe and well maintained and up to the requisite standards for the activity in which I am participating. I understand that the Releasees accept no responsibility for any incidents or accidents occurring out of the use or misuse of my equipment.

_____ (Initial here that you have read paragraph 4.)

5. This 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.

6. This Waiver shall be governed by and construed in accordance with the laws in force in the province of Alberta and the federal laws of Canada, as applicable. The courts of Alberta shall have exclusive jurisdiction over all claims, disputes and actions arising out of and related to _____ and this Waiver and the parties hereby attorn to the jurisdiction of Alberta courts.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees, other than what is set forth in this Agreement.

I CONFIRM THAT I AM 18 YEARS OF AGE OR OLDER, THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, _____.

SIGNATURE OF PARTICIPANT

WITNESS SIGNATURE (Non Family Member)

WITNESS NAME (please print)

This Agreement must be completed in full, without alteration, signed, dated and witnessed, and paragraphs 2 and 4 must be initialled before the participant may participate in the activity.