



## **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS AND RELEASE AND INDEMNITY AGREEMENT**

**THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.**

### **INTRODUCTION**

This Agreement must be signed by anyone participating in, volunteering for, or observing (the "Participant", "I" or "me"), classes, training, events, or other programs (the "Activities") provided or organized by CrossFit Canmore (the registered trade name of 1751274 Alberta Ltd.) at 101A, 56 Lincoln Park, Canmore, AB (the "Premises"), or such other location as may be selected by CrossFit Canmore including, but not limited to, parks, recreational areas, playgrounds, and areas adjacent to the Premises (the "Venue").

The Parent(s) and/or Legal Guardian(s) (collectively the "parent(s)") of a minor(s) who is participating, volunteering or observing the Activities or otherwise present at the Premises or Venue must also sign this Agreement on behalf of said minor(s).

In consideration of the Activities and other services of CrossFit Canmore, its directors, officers, employees, agents, representatives, volunteers and all other persons or entities associated with it (collectively "CrossFit Canmore"), the Participant, including parent(s) of minor(s), agrees as follows:

### **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

I (and my Parent(s), if I am a minor) acknowledge that participating in the Activities and/or being present at the Premises or Venue involves inherent and other risks, hazards and dangers which can cause injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to Participants or others. The following describes some, but not all, of the risks, hazards and dangers:

- 1) **Risks involved in physical activity.** Activities vary but can include skipping, running, rowing, heavy lifting and Olympic lifting, inversions (head and/or hand stands, "skin-the-cat", etc.), and high speed movements with or without weight.
- 2) **Risks in decision making.** Participants must make judgments and decisions as they participate in the Activities. The CrossFit Canmore staff must also make judgments and decisions as they instruct and assist Participants. These judgments and decisions are, by their nature, imprecise and subject to error. Consequently, there are risks involved in decision-making and conduct including, without limitation, the risk that a staff member may misjudge the Participant's abilities or fitness level.
- 3) **Equipment failure or misuse.** Equipment used by Participants includes, without limitation: rowing, biking and skiing machines; free weights including bars, bumper plates, medicine balls and kettlebells; exercise bands; gymnastic rings; pull up bars/systems; wood boxes; climbing ropes; and skipping ropes (collectively the "Equipment"). Equipment may be misused, break, frail or malfunction. This includes Participant's personal equipment.
- 4) **Risks regarding conduct.** The potential that I, other Participants or third parties (e.g. paramedic, hospital) may act carelessly or recklessly or generally fail to exercise care. This includes the failure of Participants or third parties to exercise care around minor(s) present at the Premises or Venue.
- 5) **Risks to minor(s).** CrossFit Canmore allows Participants to bring minor(s) to the Premises while the Participant is participating in the Activities. Being on the Premises poses significant risks to minor(s) who may be injured as a result of Equipment failure, or the actions and judgments of other Participants or the minor(s). Toys located on the Premises for use by minor(s) includes, without limitation: toys, books, bouncy seats, exercisauers, rocking horses, gate and other objects (the "Toys"). Toys, like Equipment, may be misused, break, frail or malfunction.

Such risks, hazards and dangers associated with CrossFit Canmore and the use of the Premises or Venue include but are not limited to: dropping Equipment, lifting too much weight, performing too many repetitions of a movement, falling from Equipment or out of poses, tripping over Equipment or colliding with other Participants or Equipment. **These and other circumstances may cause fractures, sprains, broken bones, concussion, cuts or abrasions, muscle damage including damage resulting in rhabdomyolysis, or other injury or illness, mental or emotional trauma, paralysis, disability or death.**

**I understand that the above list is not complete and that other unknown or unanticipated risks, hazards and dangers may result in injury, damage, death or other loss. I acknowledge that participating in these Activities requires a certain amount of skill and knowledge different from other activities and that I have responsibilities as a Participant. I have no mental or physical problems or limitations that might compromise or affect my ability to participate in the Activities which have not been disclosed to CrossFit Canmore. I represent that I am fully capable of participating in these Activities without causing harm to me or others (including minors present at the Premises) and I agree to follow all CrossFit Canmore rules and regulations, as may be established from time to time. I acknowledge that CrossFit Canmore staff is available should I have further questions about the nature and physical demands of the Activities and the risks, hazards and dangers associated with the Activities. I understand that the presence of CrossFit Canmore staff is no assurance of my safety or the lessening of any of these risks. I acknowledge that CrossFit Canmore makes no warranties whatsoever as to the condition of the Premises, the Venue or the Equipment.**

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I acknowledge that all Participants are responsible for their own safety and Parent(s) are responsible for the safety of their minor(s). My participation in the Activities and that of my minor(s) is purely voluntary and I choose to participate or allow my minor(s) to participate in spite of and with knowledge of the risks. Therefore, I (and my Parent(s), if I am a minor) assume and accept full responsibility for those risks identified here and for those risks not identified, and for



injury, damage, death or other loss suffered by me resulting from those risks, or resulting from my own negligence or other conduct.

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(initial here)

I further acknowledge that I have no known physical impairments, injuries, or illnesses that will endanger me or others and that I have disclosed all relevant medical conditions and/or physical impairments to CrossFit Canmore and have consulted with my physician (if I have any physical impairments, injuries or illnesses) prior to signing this Agreement.

### **RELEASE AND INDEMNITY AGREEMENT**

**Please read carefully. This section contains a Release and Indemnity Agreement and surrender of certain legal rights. Participant, if an adult, or Parent(s) for themselves and on behalf of their participating minor child(ren):**

- 1) **Agree to release and covenant not to sue CrossFit Canmore**, its directors, officers, employees, volunteers, and agents, with respect to all claims, liabilities, losses, damages or expenses (including lawyer's fees on a solicitor-client basis), arising out of any injury, damage, death or other loss to me or my minor(s) in any way connected with my or my minor(s)'s participation in CrossFit Canmore Activities or use of the Premises, Venue, Equipment or Toys;
- 2) **Agree to waive all claims I may have against CrossFit Canmore**, its directors, officers, employees, volunteers and agents and further agree that neither I nor anyone acting on my behalf, will make a claim or file a lawsuit or any kind against **CrossFit Canmore**, its directors, officers, employees, volunteers, and agents, as a result of any injury, damage, death or other loss suffered by me or my minor(s);
- 3) Agree to defend and indemnify ("indemnify" meaning protect by reimbursement or payment) CrossFit Canmore, its directors, officers, employees, volunteers, and agents, with respect to all claims, liabilities, suits or expenses (including lawyers' fees on a solicitor and own client basis):
  - a. brought by or on behalf of me, my child, or a family member, arising out of any injury, damage, death or other loss to me or my minor(s), in any way connected with my or my minor(s)'s participation in CrossFit Canmore Activities, or use of the Premises, Venue, Equipment or Toys;
  - b. brought by a co-participant or any other person, arising out of any injury, damage, death or other loss claimed to be caused, in whole or in part, by my/my minor(s)'s conduct in the course of participating in CrossFit Canmore Activities or using the Premises, Venue, Equipment or Toys.

\_\_\_\_\_  
(initial here)

**This Release and Indemnity Agreement includes any losses claimed to be caused, in whole or in part, by the negligence of CrossFit Canmore and includes claims for personal injury, property damage, wrongful death, products liability, breach of contract or otherwise.**

### **CONCLUSION**

I agree that this Document, and all other aspects of my relationship with CrossFit Canmore are governed by Alberta laws. Any proceeding arising out of or relating to my participation in CrossFit Canmore Activities must be filed or entered into only in the Province of Alberta and Alberta laws shall apply.

I authorize CrossFit Canmore staff and volunteers to obtain or provide medical care for me/my minor(s) or to transport me/my minor(s) to a medical facility. I authorize medical personnel to render such treatment they deem necessary for me/my minor(s)'s health. I agree that CrossFit Canmore has no responsibility for medical care provided to me/my minor(s) and I agree to pay all costs associated with such medical care and transportation.

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(initial here)

Any portion of this Document deemed unlawful or unenforceable shall not affect the enforceability of the remaining provisions of this Document and the remaining provisions shall continue in full force and effect.

### **PHOTO AND VIDEO RELEASE**

Participants may be photographed or videotaped while participating in Activities. I hereby give permission to CrossFit Canmore to photograph and/or record me or my minor(s) and/or my voice or that of my minor(s) and to use this material, in whole or in part, modified or unmodified, through the media of internet, multi-media presentation, radio, audiotape, videotape or in printed form or display form for the promotion of CrossFit Canmore

I assign and transfer to CrossFit Canmore any and all rights, including copyright, which I may have on this material. I also release CrossFit Canmore and its designees or assignees from any and all liability that may or could arise from the taking and use of these photographic images.

\_\_\_\_\_  
(initial here)

I have read and understand the assignment and release conditions described above.



I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon myself and my family and my successors, my representatives, heirs, executors, assigns, administrators and estate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Participant's Name

\_\_\_\_\_  
Witness' Name

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Participant Address

\_\_\_\_\_  
Participant Email

\_\_\_\_\_  
Participant Phone

**Parent(s) or Guardian(s) must sign below for any participating minor (those under 18 years of age) and agree that they are subject to all the terms of this Document, as set forth above.**

\_\_\_\_\_  
Parent(s) or Guardian(s) of Participant's Name

\_\_\_\_\_  
Witness' Name

\_\_\_\_\_  
Parent(s) or Guardian(s) of Participant Signature

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Parent(s) or Guardian(s) of Participant's Name

\_\_\_\_\_  
Witness' Name

\_\_\_\_\_  
Parent(s) or Guardian(s) of Participant Signature

\_\_\_\_\_  
Witness' Signature