

## Waiver of Liabilities and Consent to Release of Information Agreement

**Saint City CrossFit; Fight of the Fittest  
#103, 190 Carleton Dr. St Albert, AB T8N 0R8**

<b>WARNING: By Signing this form, you give up important legal rights including the right to sue. Please Read Carefully!</b>
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### Participant Information (Please Print)

<b>Name:</b>		<b>Date of Birth:</b>		
		Day:	Month:	Year:
Address:		Town/City:		
Prov./State:	Country:	Phone:		
		(      )      -      _____		
Postal/Zip Code:		Email:		

This Agreement must be completed in full (signed, dated, witnessed, and initialled where indicated) before any participant may compete in Fight of the Fittest.

### Disclaimer Clause

Saint City Crossfit (henceforth the "Provider") and its officers, directors, agents, contractors, employees, coaches/instructors, trainers, volunteers, members and representatives, the manufacturers and distributors of the equipment used in fitness programs (all hereafter collectively referred to as "the Releasees"), are not responsible for any injury, loss or damage of any kind sustained by any person while registered and/or participating in any and all sanctioned activities, events, practise sessions or social activities, including injury, loss or damage which might be caused by the negligence of the Releasees.

### Definition

In this Agreement, the term "Activities" or "Programs" shall include all activities, classes, services and use of facilities and equipment provided by or arranged by Saint City Crossfit, including but not limited any classes, competitions, sessions and/or events occurring on or off the Provider's property.

### Disclosure of Risks

1. In consideration of participation in any Activities, I acknowledge that I am aware of, and freely accept the possible **risks, dangers, and hazards, both known and unknown**, associated with being a participant, including the possibility of **severe or fatal injury** to myself or others. **These risks include but are not limited:**
  - a) All manner of injuries resulting in muscular injuries and soft tissue injuries including bruises, scrapes, cuts, and etc. from executing strenuous and demanding physical

techniques, contact with other participants and failure in proper use of equipment either by myself or other participants;

- b) All manner of injuries resulting in sprains, dislocations, concussion, and broken bones, heart attack/stroke, spinal injury and tendonitis;
  - c) All manner of head, facial, eye and/or dental injuries;
  - d) All manner of medical problems resulting from heat exhaustion, dehydration, asthma, communicable diseases, skin rashes, cramps, chemical poisoning, and lack of fitness or conditioning;
  - e) that my risk of injury increases as I become fatigued;
  - f) All manner of injures and/or death that could result from a physical confrontation whether caused by myself or someone else;
  - g) All manner of injuries and/or death that may result from collision with other participants on foot, bikes, motor vehicles and/or buses; and
  - h) All manner of negligent advice and/or supervision regarding any Activities
2. If you have indicated that you are a member of Saint City Fitness Inc., you acknowledge that you are the same person as the one within our membership database matching, or reasonably matching your name and birthdate as provided in your Membership Information Form.

Initials: \_\_\_\_\_

**Insurance**

3. **I AM SOLELY RESPONSIBLE** to select and purchase adequate insurance. No insurance, medical/health or otherwise, will be provided by the Releasee. In the event of a medical/health problem, the Releasees accepts no responsibility for any costs associated with a medical/health problem nor will they pay for any medical/health expenses, which may be incurred by my participation in the Activities.

I freely accept and assume all responsibility to provide myself with insurance coverage.

Initials: \_\_\_\_\_

**Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration of Saint City Crossfit allowing me to participate in the Activities as defined in this Agreement, I agree:

1. **TO ASSUME AND ACCEPT ALL RISKS** arising out of, associated with, or related to, my participation in the Activities.
  
2. **TO RELEASE THE RELEASEES** from any and all liability from any loss, damage, injury or expense that I may suffer, or that my next of kin or any other parties may suffer as a result of my participation in the Activities due to any cause whatsoever, including breach of contract, or breach of any Statutory or Other Duty of Care, including any Duty of Care Owed under the *Occupiers' Liability Act* of Alberta on the part of the Releasees;
  
3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES:**
  - a. From any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation in the Activities;
  
  - b. From any and all claims, demands, actions, and costs which might arise out of my participation in the Activities, even though such claims, demands, actions and costs may have been caused by the negligence of the Releasees.

Initials: \_\_\_\_\_

**4. ACCOMPANYING MINORS**

- a. I certify that I, as a parent/guardian with legal responsibility for this/these minor(s), do consent and agree to his/her release to the same conditions for a client as specified in this Agreement.
  
- b. I, as the client accompanying the minor(s), regardless of whether I am a parent/guardian, do hereby indemnify the Releasees from any and all liabilities incidental to the minor(s)'s involvement or participation in the Activities.

Signature of Participant: \_\_\_\_\_

**Consent and Release of Information**

By signing below, I consent to having the information in this document collected by Saint City Crossfit. The personal information requested on this form is for the use of the Provider.

**Physical likeness:** I hereby grant Saint City Crossfit, including its employees, agents, assigns, or other third party as the Provider may authorize on its behalf, the non-exclusive right to photograph me, make recordings of my voice or any combination of those for their use at their sole discretion.

Initials: \_\_\_\_\_

**Consent to be contacted for future business activities:** I hereby give my consent for my contact information to be used by Saint City Crossfit to contact me regarding promotions, events and other business activities as required by Canadian Anti-Span Legislation, including but not limited to S.C. 2010, c.23.

Initials: \_\_\_\_\_

**ACKNOWLEDGEMENT**

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT**, that I have executed this agreement voluntarily, and that this agreement is binding upon myself, my heirs, executors, administrators and representatives. I further understand that this Agreement is also subject to the terms in the Membership Agreement of Saint City Fitness Inc. that will be separately provided to me.

**SIGNED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at  
\_\_\_\_\_ (city), \_\_\_\_\_ (Prov.).

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

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

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Printed Name of Witness