

# **TIMMINS FITNESS ALTERNATIVES**

## **CENTRE FOR ACTION SPORTS**

Timmins Fitness Alternatives Centre for Action Sports Waiver/Release of Liability

**WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO PARTICIPATE IN CONSIDERATION** of using some or all of the equipment, activities, exercises, facilities, programs and services offered by Timmins Fitness Alternatives o/a The Centre for Action Sports (hereinafter referred to as "TFA Activities") or for my minor child under the age of 18 years old to using some or all of the equipment, activities, exercises, facilities, programs and services offered by Timmins Fitness Alternatives o/a The Centre for Action Sports, I, for myself or my minor child, my personal representatives, assigns, heirs, and next of kin, along with a usage fee of \$18 or more :

**1. ACKNOWLEDGE**, agree and represent that I understand the nature of the TFA Activities and that I am or my minor child is qualified, in good health, and in proper physical condition to participate in and around such TFA Activities.

**2. FULLY UNDERSTAND** that: (a) All associated TFA Activities INVOLVE RISKS AND DANGERS of serious bodily injury, including but not limited to, death, serious neck and spinal injuries which may result in complete or partial paralysis, brain damage, serious injury to virtually all internal organs, serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the muscular skeletal system, and serious injury or impairment to other aspects of my body, general health and well being ("RISKS"); (b) These RISKS and dangers may be caused by my own or my minor child's actions, or inaction, the actions or inaction of others participating in the TFA Activities, the condition in which the TFA Activities takes place, or the negligence of the Releasees named below; (c) There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I or my minor child incur as a result of my participation in the TFA Activities.

**3. HEREBY RELEASE**, discharge, and covenant not to sue Alexandre Gagnon, as well as his agents, partners, heirs, administrators, successors, assigns, and insurers, his parents, guardians, supervisors, and The Timmins Fitness Alternatives Centre for Unforgettable Experiences, its owners and lessors of premises on which the TFA Activities takes place, as well as their agents, partners, heirs, administrators, successors, assigns, and insurers, their parents, spouse, guardians, supervisors, (hereinafter collectively referred to as the "Releasees") from any and all liability, actions, causes of actions, claims and demands, for damages, loss or injury howsoever arising including permanent disability and death or damage to property, on my account or my minor child's account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent emergency treatment; and I further

agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, my minor child, or anyone on my behalf or my minor child's behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.

**4. AGREE AND WARRANT** that I will examine and inspect each TFA Activities in which I or my minor child take part as a facility user and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the TFA Activities/Facility and will refuse to take part in or will refuse my minor child to take part in the TFA Activities/Facility until the condition has been corrected to my satisfaction. **5. AGREE AND WARRANT** that I or my minor child shall obey and adhere to any and all posted, written, verbal or otherwise expressed rules, regulations, policies and stipulations for participation in any and all TFA Activities.

**6. AGREE AND WARRANT** that I or my minor child shall wear all appropriate protective equipment designed for the applicable TFA Activities at all times during participation, and related events and activities offered by the TFA Activities. Protective equipment may include harnesses, helmets, appropriate clothing and indoor closed toe footwear in addition to any further protective equipment that may be required for participation in such TFA Activities.

**7. AGREE AND WARRANT** that parental or guardian supervision is required for TFA Activities by participants under 16 years of age.

**PARTICIPANT CONSENT** I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and knowing this have signed it freely, voluntarily and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

I, certify that I understand the nature of TFA Activities and know my experience and capabilities and believe myself to be qualified to participate in and around such TFA Activities. I hereby release, discharge, covenant not to sue the Releasees, and **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** each of the Releasees from any and all liability, claims, demands, losses, or damages, incident to my involvement or participation in these TFA Activities as provided above, on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent emergency treatment, and further agree that if, despite this release, I, or anyone on my behalf makes a claim against any of the above Releasees.

**I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS** each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim. I am aware and understand the above warnings and conditions and their ramifications. I agree to participate, knowing the risks and conditions involved and do so of my own free will. I affirm that I am at least 18 years of age, or, if I am under 18 years of age, I have obtained the required consent of my parent or legal guardian as evidenced by their signature on this release.

**PARENT/GUARDIAN CONSENT AND I (if applicable)**, the minor child's parent and/or legal guardian, certify that I as parent and/or guardian with legal responsibility for this participant, understand the nature of TFA Activities and the minor's experience and capabilities and believe the minor to be qualified

to participate in and around such TFA Activities. I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and knowing this have signed it freely, voluntarily and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. I hereby do consent and agree to my minor child's release, as provided in this agreement which I have read and understand. I hereby release, discharge, covenant not to sue the Releasees, and **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** each of the Releasees from any and all liability, claims, demands, losses, or damages, incident to my minor child's involvement or participation in these activities as provided above, on my minor child's account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent emergency treatment, and further agree that if, despite this release, I, my minor child, or anyone on my minor child's behalf makes a claim against any of the above Releasees. **I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS** each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim. I have instructed my minor child participant as to the above warnings and conditions and their ramifications. I agree and comply with all rules, regulations, waivers, releases and safety provisions set by TFA management. I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and knowing this have signed it freely, voluntarily and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

**PARTICIPANT CONSENT SIGNATURE** I, certify that I understand the nature of TFA Activities and know my experience and capabilities and believe myself to be qualified to participate in and around such TFA Activities. I hereby release, discharge, covenant not to sue the Releasees, and **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** each of the Releasees from any and all liability, claims, demands, losses, or damages, incident to my involvement or participation in these TFA Activities as provided above, on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent emergency treatment, and further agree that if, despite this release, I, or anyone on my behalf makes a claim against any of the above Releasees. **I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS** each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim. I am aware and understand the above warnings and conditions and their ramifications. I agree to participate; knowing the risks and conditions involved and do so of my own free will. I affirm that I am at least 18 years of age, or, if I am under 18 years of age, I have obtained the required consent of my parent or legal guardian as evidenced by their signature on this release.

Printed Name of Participant :

Parent or Guardian (if under 18 years of age) :

Participant Date of Birth(MM/DD/YYYY):

Email:

Phone number:

Please Enter Date (MM/DD/YYYY):

Participant signature or Parent or Guardian (if under 18 years of age) :\*

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