

RELEASE AND WAIVER OF LIABILITY AGREEMENT
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(HEREINAFTER "The Release Agreement")

BY SIGNING THIS YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY

THE ACTIVITIES REFERRED TO IN THIS RELEASE AGREEMENT INVOLVE RISKS, DANGERS AND HAZARDS, INCLUDING RISK OF DAMAGE, LOSS, PERSONAL INJURY AND DEATH. THESE RISKS, DANGERS AND HAZARDS ARE MORE FULLY DESCRIBED ON THE FOLLOWING PAGES. ALL PARTICIPANTS IN THESE ACTIVITIES ARE REQUIRED TO SIGN THIS RELEASE AGREEMENT, WHICH IS INTENDED TO PREVENT PARTICIPANTS FROM SUING IN THE EVENT OF AN ACCIDENT.

PLEASE TAKE THE TIME TO READ THIS DOCUMENT CAREFULLY.

TO WESTEND SENIORS ACTIVITY CENTRE and THE MANUFACTURERS AND DISTRIBUTORS OF THE EQUIPMENT USED IN FITNESS PROGRAMS, and their respective directors, officers, agents, representatives, employees, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (collectively the "RELEASEES")

DEFINITIONS

The Westend Seniors Activity Centre shall be also referred to, from time to time as the "Operator."

In this agreement the term "Fitness Programs" shall include all activities, programs, events, classes and services provided, sponsored or organized by the Operator including but not limited to yoga, pilates, aerobics, dance, weight training, personal training and fitness conditioning equipment, machines and facilities; nutritional and dietary programs; orientation or instructional sessions or lessons, and all other such related activities. Other programs incorporated within the meaning of "Fitness Programs" include card playing, arts, crafts, music lessons and practice, walking, golfing and biking clubs and any and all programs that are put on by Westend Seniors Activity Centre.

ASSUMPTION OF RISKS

I am aware that my participation in programs involves risks, dangers and hazards, which could result in damage, loss or physical injury to me. Some of these risks, dangers and hazards include but are not limited to:

Health – overexertion, dehydration, fatigue, lack of fitness or conditioning.

Premises – defective, dangerous or unsafe condition of the facilities, falls, collisions with objects, equipment or persons.

Use of Equipment – mechanical failure of equipment, negligent design or manufacture of equipment, the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment, or failure to use or operate the equipment within my own ability.

Advice – negligent advice regarding Fitness Programs.

My conduct and conduct of other persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand that Releasees may fail to safeguard or protect me from the risks, dangers and hazards of the fitness and recreational programs, some of which are referred above.

Despite the risks, dangers and hazards of Fitness Programs, and fully understanding such risks, dangers and hazards, I wish to participate in the outlined programs with the Operator, and I FREELY ACCEPT AND FULLY ASSUME all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

In consideration of the Releasees allowing me to participate in Fitness Programs and permitting my use of their equipment, facilities and services, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in Fitness Programs and any other recreational programs DUE TO ANY CAUSE WHATSOEVER including but not limited to:

- negligence on the part of the Releasees
- breach contract by the Releasees
- breach warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance of adjustment of equipment;
- breach of any statutory or other duty of care including the duty of care owed under the *Occupiers' Liability Act*, RSA 2000, c O-4, on the part of the Releasees; and
- the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of Fitness Programs, some of which are referred to in the Assumption of Risks sections of this agreement.

1. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in Fitness Programs.
2. **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.

SAFETY: I am familiar with the proper use of equipment. I am aware that there are fitness instructors and staff available to answer any questions I may have as to the proper use of the equipment.

In entering into this Agreement I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of Fitness Programs other than what is set forth in this agreement.

INSURANCE: I am aware that the Releasees do not provide me with any disability, accident, liability or medical insurance or compensation should I become injured or cause personal injury or property damage to any third party while participating in Fitness Programs.

JURISDICTION: This agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta. Any litigation involving the parties to the Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Court of the Province of Alberta.

I understand that although the Westend Seniors Activity Centre endeavors to provide competent leadership and instruction for the club and or program I am joining, it cannot warrant in anyway, their competency or professionalism. I acknowledge that Westend Seniors Activity Centre organizes activities only and does not necessarily possess any special skill or knowledge in relation to any of the activities.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT THAT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I, OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNEES, MAY HAVE AGAINST THE WESTEND SENIORS ACTIVITY CENTRE AND THE RELEASEES.

First Name (Please print full name)	Last Name (Please print)
Signature	Date
Witness Full Name (Please print)	Witness Signature
Date	

This waiver is effective for the duration of membership with Westend Seniors Activity Centre.