

## Waiver and Release of Liability

In consideration of the risk of injury while participating in personal training (the 'Activity'), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into their waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge \_\_\_VTAS Fitness Centre\_\_\_\_\_, located at \_\_\_\_\_Waskatenau\_\_\_\_\_, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

1. I agree to indemnify and hold harmless **Victoria Trail Agricultural Society** against any and all claims, suits or actions of any kind whatsoever for liability, damage, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If **Victoria Trail Agricultural Society** incurs any of these types of expenses, I agree to reimburse **Victoria Trail Agricultural Society**. I acknowledge that **Victoria Trail Agricultural Society** and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of **Victoria Trail Agricultural Society**.

2. I acknowledge that this Activity may involve a test of a person's physical limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, and actions of others, including but not limited to participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event. I acknowledge that I have

carefully read this 'Waiver and Release' and fully understand that it is a release of liability. I expressly agree to release and discharge **Victoria Trail Agricultural Society** and all of its affiliates, managers, members, agents, attorneys, staff volunteers, heirs, representatives, predecessors, successors and assigns from any and all claims and causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against **Victoria Trail Agricultural Society** for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of **Victoria Trail Agricultural Society**, its agents, and employees. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

Participants Name: \_\_\_\_\_

Participants Address: \_\_\_\_\_

Participants Signature: \_\_\_\_\_

CELL #: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

Date: \_\_\_\_\_

**PARENT/ GUARDIAN WAIVER FOR MINORS**

I hereby certify that I am the parent or guardian of \_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/ Guardian Name: \_\_\_\_\_

Parent/ Guardian Signature: \_\_\_\_\_