

## PARTICIPANT WAIVER

### RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter referred to as the “Release Agreement”)

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

***PLEASE READ CAREFULLY!***

*This Release Agreement shall apply to all membership renewals.*

**INITIAL**

**TO: KYLE SHEWFELT GYMNASTICS INC.** (the “Gymnastics Club”) and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors, lessors and assigns (hereinafter collectively referred to as the “Releasees”).

PARTICIPANT'S FIRST NAME:		PARTICIPANT'S LAST NAME:		PARTICIPANT'S DATE of BIRTH:		GENDER:	
PARTICIPANT'S FIRST NAME:		PARTICIPANT'S LAST NAME:		PARTICIPANT'S DATE of BIRTH:		GENDER:	
PARTICIPANT'S FIRST NAME:		PARTICIPANT'S LAST NAME:		PARTICIPANT'S DATE of BIRTH:		GENDER:	
PARTICIPANT'S FIRST NAME:		PARTICIPANT'S LAST NAME:		PARTICIPANT'S DATE of BIRTH:		GENDER:	
ADDRESS:				CITY:		PROVINCE:	
POSTAL CODE:		PARENT/GUARDIAN NAME:		TELEPHONE:			
EMERGENCY CONTACT:				EMERGENCY CONTACT TELEPHONE:			
EMAIL ADDRESS:							

**The Gymnastics Club’s Programs are defined and include all multiple gymnastics related activities, including, but not limited to, the following:**

- Recreational/General Gymnastics;
- Women’s and Men’s Artistic;
- Rhythmic;
- Trampoline and Tumbling;
- Acrobatics;
- Birthday Parties;
- Drop-in Sessions;
- Urban Gymnastics (Parkour);
- General acrobatics and fitness;
- Seasonal and Specialty Camps;
- Special events; and
- Similar activities

(Hereinafter collectively referred to as the “ACTIVITIES”).

**DESCRIPTION OF RISKS:**

I am aware that the **ACTIVITIES** involve inherent risks, dangers and hazards, both known and unknown, that are associated with unique movement patterns and skills, which may, in some circumstances be executed on specialized apparatus. I understand that similar risks are also inherent in using equipment associated with the **ACTIVITIES**, and any other devices, apparatus or attractions present at the facility. I understand this includes risk of negligence on the part of the Releasees, including the failure on the part of same to take reasonable steps to safeguard or protect the participants from the risks, dangers and hazards, both known and unknown, of participating in the **ACTIVITIES**. **I acknowledge that personal harm or injury may be sustained during my/my child’s involvement in the ACTIVITIES, including, but not limited to, broken bones, head / neck injuries, concussion, dislocations, tendon and ligament damage (including sprains), damage to teeth and dental work, internal injuries, bruises, strains, lacerations, spinal injuries (that could result in various degrees of paralysis), brain injury and death. I acknowledge and assume the potential risks and consent to my/my child’s participation in the ACTIVITIES.**

**CONSENT TO PARTICIPATION:**

- I/my child have/has been informed that I/he/she is to abide by the rules and regulations including directions and instructions from the administrators, instructors, coaches, and supervisors as imposed on me/my child while participating in the **ACTIVITIES**.
- In the event that I/my child fails to abide by the rules and regulations imposed on me/my child while participating in the **ACTIVITIES**, disciplinary action may either require that I/he/she not participate in the **ACTIVITIES**, or that I will leave/be contacted to have my child picked up or transported home at my own expense.
- I acknowledge that I/my child am/is in good health, and in proper physical condition to participate in the **ACTIVITIES**, and I acknowledge it is my responsibility to notify the staff of any physical or mental concerns for me/my child which may affect my/my child’s participation in the **ACTIVITIES**.
- I acknowledge that the **ACTIVITIES** may require an instructor, coach, employee or supervisor to perform some manual spotting which involves direct physical contact with me/my child and designed to assist the participant in the safe performance of the program skills, and I consent to same.

**RELEASE OF LIABILITY AND WAIVER OF CLAIMS:**

I confirm that I have read the above description of risks and understand the risks involved in participating in the Gymnastics Club’s programs and **ACTIVITIES**. I confirm that I voluntarily and freely accept all such risks and choose to participate/allow my child to participate in the Gymnastics Club’s programs and **ACTIVITIES**. I accept full responsibility for my own/my child’s actions.

In consideration of being allowed to participate in the Gymnastics Club’s programs and **ACTIVITIES**, I hereby agree as follows:

**TO WAIVE ANY AND ALL CLAIMS** that I/my child 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/my child may suffer, or that my next of kin or my child’s next of kin may suffer, as a result of my use/my child’s use of or my/my child’s presence on the Gymnastics Club’s premises **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.A. 2000, c. 6-4 ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME/MY CHILD FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.**

I further agree to the terms and conditions set under in Schedule “A” to this Release Agreement.

**AUTHORIZATION OF FIRST AID IN CASE OF EMERGENCY AND INDEMNIFICATION OF COSTS:**

I hereby authorize basic first aid to be delivered to me/my child by the Gymnastics Club's staff or other authorities. By administering first aid when required or requested, the Gymnastics Club in no way warrants or assumes any liability in relation to the administration of such basic first aid.

I further understand and agree that, in the case of an emergency, the Gymnastics Club assumes no responsibility or obligation relative to any cost or expense related to carrying out an emergency procedure and/or emergency transportation for me/my child and I agree to pay for such costs and expenses and shall indemnify and reimburse the Gymnastics Club for any such costs or expenses that it incurs. I confirm and agree that this agreement shall be governed by the laws of the Province of Alberta. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Alberta, and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta. I confirm and agree that if any portion of this agreement is found to be void and unenforceable, the balance, notwithstanding, shall continue in full force and effect.

**I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS LEGAL AGREEMENT, I AGREE TO BE BOUND BY ITS TERMS, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS AGAINST THIS GYMNASTICS CLUB INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent or Guardian (as named above)

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

\_\_\_\_\_  
Signature of Participant (if over 18 years of age)

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



SCHEDULE "A" TO RELEASE AGREEMENT

TRAMPOLINE WAIVER

TRAMPOLINE RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter referred to as the "Trampoline Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

This Trampoline Release Agreement shall apply to all subsequent membership renewals.

INITIAL

TO: The "Releasees".
FROM: The Releasors

DESCRIPTION OF RISKS:

I am aware that, in addition to the inherent risks associated with the sport of gymnastics as are described in the Release Agreement to which I am a party along with the Releasees, there are additional inherent risks associated with the use of a trampoline. In particular, I understand that the use of a trampoline greatly increases the risk of serious personal injury that I /my child are exposed to as a result of my/my child's presence at and my/my child's use of gymnastics equipment on the Gymnastics Club's premises and facilities. I understand this includes risk of negligence on the part of the Releasees, including the failure on the part of same to take reasonable steps to safeguard or protect the participants from the risks, dangers and hazards, both known and unknown, of participating in the SPORT OF TRAMPOLINE. I acknowledge that personal harm or injury may be sustained during my/my child's involvement in the SPORT OF TRAMPOLINE, including, but not limited to, broken bones, head / neck injuries, concussion, dislocations, tendon and ligament damage (including sprains), damage to teeth and dental work, internal injuries, bruises, strains, lacerations, spinal injuries (that could result in various degrees of paralysis), brain injury and death. I acknowledge and assume the potential risks and consent to my/my child's participation in the SPORT OF TRAMPOLINE.

CONSENT TO PARTICIPATION:

- I/my child have/has been informed that I/he/she is to abide by the rules and regulations including directions and instructions from the administrators, instructors, coaches, and supervisors as imposed on me/my child while participating in the SPORT OF TRAMPOLINE.
I/my child confirm that I/my child have read the Trampoline Safety Rules posted on the website and around the Gymnastics Club's facilities.
In the event that I/my child fails to abide by the rules and regulations imposed on me/my child while participating in the SPORT OF TRAMPOLINE, disciplinary action may either require that I/he/she not participate in the SPORT OF TRAMPOLINE, or that I will leave/be contacted to have my child picked up or transported home at my own expense.
I acknowledge that I/my child am/is in good health, and in proper physical condition to participate in the SPORT OF TRAMPOLINE, and I acknowledge it is my responsibility to notify the staff of

any physical or mental concerns for me/my child which may affect my/my child's participation in the SPORT OF TRAMPOLINE.

- I acknowledge that the SPORT OF TRAMPOLINE may require an instructor, coach, employee or supervisor to perform some manual spotting which involves direct physical contact with me/my child and designed to assist the participant in the safe performance of the program skills, and I consent to same.

**RELEASE OF LIABILITY AND WAIVER OF CLAIMS:**

I confirm that I have read the above description of risks and understand the risks involved in participating in the Gymnastics Club's programs and the SPORT OF TRAMPOLINE. I confirm that I voluntarily and freely accept all such risks and choose to participate/allow my child to participate in the Gymnastics Club's program and the SPORT OF TRAMPOLINE. I accept full responsibility for my own/my child's actions.

In consideration of being allowed to participate in the Gymnastics Club's programs and SPORT OF TRAMPOLINE, I hereby agree as follows:

**TO WAIVE ANY AND ALL CLAIMS** that I/my child 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/my child may suffer, or that my next of kin or my child's next of kin may suffer, as a result of my use/my child's use of or my/my child's participation in the SPORT OF TRAMPOLINE DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE *OCCUPIERS LIABILITY ACT*, R.S.A. 2000, c. 6-4 ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME/MY CHILD FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.

**I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS LEGAL AGREEMENT, I AGREE TO BE BOUND BY ITS TERMS, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS AGAINST THIS GYMNASTICS CLUB INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent of Guardian (as named above)

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

\_\_\_\_\_  
Signature of Participant (if over 18 years of age)

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

## **Personal Information Protection Act (PIPA) and Email Communication Acceptance**

As a parent/guardian or participant attending this gymnastics club, I give consent for the purposes of collecting information. Your contact information will be kept confidential and made available only to the staff of Kyle Shewfelt Gymnastics.

### **Photo/Video Release**

By signing below, I AGREE to give permission to Kyle Shewfelt Gymnastics to take pictures or video of me/my child during my/their participation in any program, and that these may be used for advertising, club noticeboard, club website, and any social media platform. I am of the understanding that my child's full name WILL NOT appear in relationship to any photographs or videos without additional written consent.

I also AGREE to give permission to Kyle Shewfelt Gymnastics to take pictures or video of me/my child during my/their participation in any program, and that these may be used for training purposes.

**\*Note: should you chose, you can withdraw your consent in written notice at any time.**

### **Email Communication**

- By checking this box, I provide my consent to receive information, news and updates from Kyle Shewfelt Gymnastics via email. I understand that I will have the option to unsubscribe at any time.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at **Calgary**

\_\_\_\_\_  
Signature of Parent or Guardian (as named above)

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

\_\_\_\_\_  
Signature of Participant (if over 18 years of age)

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