



St. Mary's University

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

Fitness Centre Usage, Personal Training Services and Performance Related Training

**WARNING! BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!**

(MUST PRINT THIS SECTION)

Name of Participant: _____

Address of Participant: _____

Birthdate: _____ Phone Number: _____

Emergency Contact Name: _____

Emergency Contact Relationship: _____

Emergency Contact Phone Number: _____

The Participant acknowledges that St. Mary's University, St. Mary's University Personal Trainers, faculty, staff, students, volunteers, members, representatives, directors, officers, employees or contractors (all hereafter collectively referred to as "STMU") are not and shall not be held responsible for any injury, loss or damage of any kind sustained by the Participant or any other person while participating in the Fitness Centre usage, Personal Training Services & Performance Related Training (collectively referred to as the "Activity"), including injury, loss or damage which might be caused or attributed to the negligence of STMU.

In consideration of STMU allowing the Participant to participate in the Activity, the Participant:

1. Represents that the Participant is qualified, in good health and in proper physical condition to participate in the Activity. The participant further agrees that if at any time the Participant believes the conditions to be unsafe, the Participant will immediately discontinue further participation in the Activity;
2. Acknowledges that the Activity may involve risks and dangers of serious injury, including permanent disability, paralysis and death ("risks"); these risks and dangers may be caused by the Participant's own actions or inactions, the actions or inactions of other participants in the Activity, the condition in which the Activity takes place, or the negligence of STMU; there may be other risks and social and economic losses;

3. Agrees to assume and accept all risks arising out of, associated with or related to the Participant's participation in the Activity, even though such risks may have been caused by or contributed to in any way by the negligence of STMU;

4. Agrees to be solely responsible for any injury, loss or damage that the Participant might sustain while participating in the Activity, even though such injury, loss or damage may have been caused by or contributed to in any way by the negligence of STMU;
5. Releases, discharges, and covenants not to sue STMU from all liability, claims, demands, losses or damages on the Participant's account caused or alleged to be caused for any reason whatsoever, including without limitation in whole or in part by the negligence of STMU or otherwise, including negligent rescue operations;
6. Agrees to hold harmless and indemnify STMU from any and all liability for any damage to the property of, or personal injury to, any third party resulting from the Participant's participation in the Activity;
7. Agrees to indemnify and hold harmless STMU from any and all claims, demands, actions and costs, including legal costs incurred by STMU on a full indemnity basis, which might arise out of the Participant's participating in the Activity even though such claims, demands, actions and costs may have been caused by or contributed to in any way by the negligence of STMU.

Privacy Statement: By signing below, I consent to having the information in this document collected by STMU. This information is collected in accordance with the *Personal Information Protection Act (Alberta)* and will be used to administer the Activity.

I understand that this is a legal agreement. It is binding upon myself as well as upon my heirs, executors and representatives in the event of my death or incapacity. I have read and understood all the terms of this agreement, and by signing this agreement voluntarily, I am agreeing to abide by these terms.

Signed this _____ day of _____, 20____, at _____, Alberta.

Signature of Member/Participant

Signature of Witness

Print Name

Print Name