



**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**  
**RELEASE AND INDEMNITY AGREEMENT AND PHOTO RELEASE**

**THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.**

This Agreement must be signed by anyone participating in, volunteering for, observing or in any other way present or in attendance for (the "Participant", "I" or "me"), classes, personal training, self-directed training or "open gym", events including social events, or other programs, (the "Activities") provided or organized by CrossFit Canmore (the registered trade name of 1751274 Alberta Ltd.) at 101A, 56 Lincoln Park, Canmore, AB (the "Premises"), or such other location as may be selected by CrossFit Canmore including, but not limited to, parks, recreational areas, playgrounds, and areas adjacent to the Premises (the "Venue"). The Parent(s) and/or Legal Guardian(s) (collectively the "parent(s)") of a minor(s) who is participating, volunteering or observing the Activities or otherwise present at the Premises or Venue must also sign this Agreement on behalf of said minor(s).

In consideration of the Activities and other services of CrossFit Canmore, its directors, officers, employees, agents, representatives, volunteers and all other persons or entities associated with it (collectively "CrossFit Canmore"), the Participant, including parent(s) of minor(s), agrees as follows:

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

I (and my Parent(s), if I am a minor) acknowledge that participating in the Activities and/or being present at the Premises or Venue involves inherent and other risks, hazards and dangers which can cause, among other things: physical injury and disability; property damage; physical, mental and emotional illness and trauma; and death (the "Risks"). I hereby agree to assume all Risks including, but not limited to, Risks involved in: physical activity; the decision making of myself, Participants, and CrossFit Canmore; equipment failure; and conduct of myself, Participants and CrossFit Canmore.

**I understand that the presence of CrossFit Canmore staff is no assurance of my safety or the lessening of any of the Risks. I acknowledge that CrossFit Canmore makes no warranties whatsoever as to the condition of the Premises, the Venue or the Equipment.**

I acknowledge that all Participants are responsible for their own safety and Parent(s) are responsible for the safety of their minor(s). My participation in the Activities and that of my minor(s) is purely voluntary and I choose to participate or allow my minor(s) to participate in spite of and with knowledge of the Risks. I (and my Parent(s), if I am a minor) assume and accept full responsibility for those Risks identified here and for those risks not identified, and for injury, damage, death or other loss suffered by me resulting from those Risks, or resulting from my own negligence or other conduct.

I further acknowledge that I have no known physical impairments, injuries, or illnesses that will endanger me or others and that I have disclosed all relevant medical conditions and/or physical impairments to CrossFit Canmore and have consulted with my physician (if I have any physical impairments, injuries or illnesses) prior to signing this Agreement.

**RELEASE AND INDEMNITY AGREEMENT**

I, on behalf of myself and my participating minor child(ren), if any, hereby waive all claims, of any nature, that I may have against CrossFit Canmore and further release and covenant not to sue CrossFit Canmore, with respect to **any and all claims, liabilities, losses, damages or expenses** (including lawyer's fees on a solicitor-client basis), arising out of any injury, damage, death or other loss to me or my minor(s) in any way connected with my, or my minor(s)'s, participation in CrossFit Canmore Activities or use of the Premises or Venue including, but not limited to, losses claimed to be caused, in whole or in part, by the negligence of CrossFit Canmore. I furthermore agree to indemnify CrossFit Canmore from **any all claims, liabilities, suits or expenses** (including lawyers' fees on a solicitor and own client basis) brought by or on behalf of me, my child, or a family member, arising out of any injury, damage, death or other loss to me or my minor(s), in any way connected with my, or my minor(s)'s, participation in CrossFit Canmore Activities, or use of the Premises or Venue; or brought by a co-participant or any other person, arising out of any injury, damage, death or other loss claimed to be caused, in whole or in part, by my, or my minor(s)'s, conduct in the course of participating in CrossFit Canmore Activities or using the Premises or Venue.



**MEDICAL AUTHORIZATION**

I authorize CrossFit Canmore staff and volunteers to obtain or provide medical care for me/my minor(s) or to transport me/my minor(s) to a medical facility. I authorize medical personnel to render such treatment they deem necessary for me/my minor(s)'s health. I agree that CrossFit Canmore has no responsibility for medical care provided to me/my minor(s) and I agree to pay all costs associated with such medical care and transportation.

**PHOTO AND VIDEO RELEASE**

Participants may be photographed or videotaped while participating in Activities.

I hereby give permission to CrossFit Canmore to photograph and/or record me or my minor(s) and/or my voice or that of my minor(s) and to use this material, in whole or in part, modified or unmodified, through the media of internet, multi-media presentation, radio, audiotape, videotape or in printed form or display form for the promotion of CrossFit Canmore and I assign and transfer to CrossFit Canmore any and all rights, including copyright, which I may have on this material. I also release CrossFit Canmore and its designees or assignees from any and all liability that may or could arise from the taking and use of these photographic images.

**I have carefully read, understand and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon myself and my family and my successors, my representatives, heirs, executors, assigns, administrators and estate.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness' Signature  
Witness' Name: \_\_\_\_\_

\_\_\_\_\_  
Participant Signature  
Participant's Name: \_\_\_\_\_

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Witness' Signature  
Witness' Name: \_\_\_\_\_

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Participant Signature  
Participant's Name: \_\_\_\_\_

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Participant Signature  
Participant's Name: \_\_\_\_\_

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Witness' Signature  
Witness' Name: \_\_\_\_\_

\_\_\_\_\_  
Participant Signature  
Participant's Name: \_\_\_\_\_

**Parent(s) or Guardian(s) must sign below for any participating minor (those under 18 years of age) and agree that they are subject to all the terms of this Document, as set forth above.**

\_\_\_\_\_  
Witness' Name

\_\_\_\_\_  
Parent(s) or Guardian(s) of Participant's Name

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Parent(s) or Guardian(s) of Participant Signature