

Brazeau Gymnastics Club Society O/A Brazeau Cheerleading Club

RELEASE OF LIABILITY BY SIGNING THIS RELEASE, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE Parent/Guardian Initials

TO: Brazeau Gymnastics Club Society operating as Brazeau Cheerleading Club's licenced operating bodies, as well as Brazeau Gymnastics Clubs respective directors, officers, participants, employees, partners, affiliates, agents, coaches, volunteers, independent contractors, representatives, successors and assigns, and landlords (hereinafter referred to as "The RELEASEES")

DEFINITIONS:

"Activities" includes all activities, events or services offered, provided, arranged, organized, conducted, sponsored, or authorized by Brazeau Gymnastics Club society or Brazeau Cheerleading Club. This includes but is not limited to, the use of any or all Brazeau Gymnastics Club Societies facilities, equipment, equipment related orientation, instructional courses, seminars, and sessions and any other events, activities and services in any way connected with or related to the use of Brazeau Gymnastics Club Societies facilities and equipment.

ACKNOWLEDGEMENT – ANY PARTICIPATION IN CHEERLEADING

I understand, acknowledge, and agree to this Release and all its terms apply to and bind me, irrespective of my status as a participant in Brazeau Gymnastics Club's facilities and equipment or any related activities, such that no liability or fault can be attributed to anyone other than myself.

ACKNOWLEDGEMENT – SAFETY WHEN ENGAGED IN CHEERLEADING ACTIVITIES

I understand, acknowledge and agree I have read the guidelines and rules issued of Brazeau Gymnastics Club Societies' facilities and equipment, and participation in all Activities which I understand, and agree to be bound by them.

I understand, acknowledge and agree I am required to wear and/or use any approved safety equipment while participating in Activities. I am aware, understand, and acknowledge and agree:

- There are staff, coaches and instructors available to answer any questions I may have while engaged in activities.
- The physical exertion required of Activities and the forces exerted on my body can activate or aggravate pre-existing physical injuries, conditions, illnesses or congenital defects and
- I should immediately seek medical advice if I know or suspect my physical condition(s) may be incompatible with Activities.

I understand, acknowledge and agree that I will abide by the Brazeau Gymnastics Club Societies rules including but not limited to the following:

- Ask Brazeau Gymnastics Club Societies staff, coaches or instructors' permission before using any equipment you have used before.
- Be cautious and aware of your surroundings when using and/or being around Brazeau Gymnastics Club Societies facilities and equipment. ALWAYS BE AWARE: gymnastics and cheerleading equipment and activities occurring on or around such equipment by other participants, can be dangerous if not used properly and responsibly, as instructed and supervised by staff, coaches and instructors.

Parent/Guardian Initials:

ASSUMPTION OF RISK WHEN ENGAGED IN ACTIVITIES

I am aware, understand and agree that Activities involve many risks, dangers, and hazards including but not limited to:

- My own physical limitations.
- Malfunctioning gymnastics or cheerleading equipment, including but not limited to, breakage of equipment associated materials including but not limited to bouncing surfaces, attaching rings, and/or floor mats, objects below a trampoline, beams, poles, and mats.
- Bottoming out
- Propelling into objects.
- Non supervised activities on equipment.
- Collision with other participants, classmates and teammates, staff, coaches, instructors and/or teachers, bystanders or any other persons.
- Failure to remain in designated areas.
- Becoming disorientated while using the equipment.
- Negligence of other participants, classmates or teammates, coaches, instructors, and/or while engaging in Activities.
- NEGLIGENCE AND / OR GROSS NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ACTIVITIES; and
- Resulting personal injury, death and/or property damage including but not limited to broken bones, head/neck injuries, concussion, dislocations, tendon and ligament damage (including sprains), damage to teeth and dental work, spinal injuries (that could result in various degrees of paralysis), death, and any other kind of anticipated or unanticipated physical, emotional and psychological injury including but not limited to anxiety and depression.

I am aware, understand and agree the risks, dangers and hazards referred to above may be uncontrollable, unpredictable, and may not be accounted for by the RELEASEES, myself or anyone else.

I WARRANT I AM PHYSICALLY FIT TO PARTICIPATE IN ACTIVITIES AND WILL ADVISE BRAZEAU GYMNASTICS CLUB SOCIETY IMMEDIATELY IF I AM NOT OR SUSPECT I AM NOT WHICH INCLUDES BUT IS NOT LIMITED TO, ANY SUSPICIONS OF PHYSICAL, MENTAL OR OTHERWISE MEDICAL CONDITIONS AFFECTING MY ABILITY TO ENGAGE IN ACTIVITIES.

Parent/Guardian initials:

Brazeau Gymnastics Club Society O/A Brazeau Cheerleading Club

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for the RELEASEES allowing me to use Brazeau Gymnastics Club Societies facilities and equipment, and to participate in Activities, including but not limited to any associated gymnastics and/or cheerleading activities (herein referred to as the "Facilities"), and use for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I understand, acknowledge and agree as follows.

1. TO WAIVE ANY AND ALL CLAIMS I have in the future against THE RELEASEES and to RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death I may suffer, or that my next of kin may suffer resulting from my presence on the Facilities and/or engagement in Activities DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER STANDARD OF CARE UNDER THE OCCUPIERS LIABILITY ACT, RSA 2000, c o-4 ON THE PART OF THE RELEASEES, AND ALSO INCLUDING BUT NOT LIMITED TO THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO IN THIS AGREEMENT

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any damage to property or personal injury to myself, my heirs, next of kin, executors, administrator, assigns and representatives, including but not limited to, all claims, actions, costs and expenses and demands in respect of death, injury to my person or property where and howsoever caused, arising out of, or in connection to my engagement with Activities and/or my use of the Facilities, notwithstanding any claims, actions, costs and expenses and demands may have contributed to or occasioned by any act or failure to act, including, without limitation, negligence, of THE RELEASEES and or anyone of its agents:

3. This Release and any rights and any duties and obligations as between the parties to this Release shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction, and any litigation involving the parties to this Release shall be brought solely within the province of Alberta and shall be within the exclusive jurisdiction of the Courts of the province of Alberta:

4. I further agree in the event I or my heirs, next of kin, executors, administrators, assigns and representatives, make or has made any claim against any other company or person in respect of any injuries, losses and damages, whether or not existing in the present time, to which the facts and circumstances and injuries and claims which are the subject matter of my use of the Facilities and/or engagement in the Activities is or may be found to be a contributing or a necessary cause ("New Claim") and the New Claim does or may result in a claim against the RELEASEES, or either of them, for contribution or indemnity, I and my heirs, next of kin, executors, administrators, assigns and representatives agree that:

a. We will not seek to recover in the New Claim any portion of the injuries, losses and damages which I and my heirs, next of kin, executors, administrators, assigns and representatives claim in the New Claim which the court or any other tribunal adjudicating the new Claim may attribute or apportion to the fault of any of the RELEASEES and in particular and without limiting the generality of the foregoing, we will not seek to recover such portions of the injuries, losses and damages from any party in the New Claim; and

b. We will at the first reasonable opportunity, advise the court or tribunal adjudicating the New Claim that we expressly waive and will not seek to recover any judgment or award against any party in the New Claim which would allow such persons to in turn claim contribution or indemnity against any of the RELEASEES pursuant to the Negligence act, RSA 2000,c T-5or any successor legislation or at common law or in contract.

5. I consent and agree to Brazeau Cheerleading Club taking photographs, videotape or digital recording of me / my child / ward and to use these materials, in any and all media, including but not limited to the Brazeau Gymnastics Club or Brazeau Cheerleading Club's website, newsletters, poster, brochure, video, social media and sponsorship packages. I understand I may withdraw my consent to the collection, use or disclosure of my personal information at any time by contacting the Brazeau Cheerleading Club by email at brazeaucheer@gmail.com. I further understand and agree that my participation in any event Brazeau Cheerleading Club is involved in may have my image, likeness, name, province, city/town, as well as rank within Canada and previous performing, competitive, judging, choreographing or coaching history used in publications and on the internet by Brazeau Cheerleading Club as well as its agents and sponsors from time to time. When signing this form, I understand and agree I have the authority to provide for myself or, in the case of a minor, my child / ward, this authorization to Brazeau Cheerleading Club and the Releasees.

6. I agree this Release will remain in effect, and apply to me and my heirs, executors, administrators, assigns and representatives without reservation whatsoever, regardless of whether I am engaged in Activities.

7. I agree this Release shall bind my heirs, executors, administrators, assigns and representatives in the event of my death or incapacity. I confirm I am at least eighteen years of age and I have had the opportunity to read this Release, and that I have read and understand this Release.

Parent/Guardian Initials

I FURTHER UNDERSTAND AND AGREE AS FOLLOWS:

I AM NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY THE RELEASEES WITH RESPECT TO THE SAFETY OF ACTIVITIES OTHER THAN WHAT IS WRITTEN IN THIS RELEASE.

I CONFIRM I HAVE READ AND UNDERSTAND THIS RELEASE PRIOR TO SIGNING IT, AND AM AWARE THAT BY SIGNING THIS RELEASE I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTITIVES MAY HAVE AGAINST THE RELEASEES FOREVER.

FOR PARTICIPANTS OF MINORITY AGE, I HEREBY CERTIFY THAT I, AS PARENT / GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT OF MINORITY AGE, DO CONSENT AND AGREE, TO HIS / HER RELEASE OF ALL THE RELEASEES, AND FOR MYSELF, MY HEIRS, ASSIGNS, AND NEXT OF KIN, I RELEASE AND AGREE TO INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO THIS PARTICIPANT OF MINORITY AGE'S PARTICIPATION IN ACTIVITIES AND USE OF THE FACILITIES.

Parent/Guardian initials:

Date: _____ Participant Name: _____

Parent Name: _____ Parent/Guardian Signature: _____

Witness Name: _____ Witness Signature: _____