

RELEASE AND WAIVER OF LIABILITY AGREEMENT

Date: _____

RE: Services provided by 102192631 Saskatchewan Ltd. o/a Athlete World Hockey & Personal Training Studio (hereinafter "Athlete World")

CONTACT INFORMATION	
First Name:	Email Address:
Last Name:	Birth Date (MM/DD/YYYY):
Phone Number:	Gender (M/F/O):
Address:	
City:	
Province/Postal Code: _____	

Knowledge of Risk, Release and Waiver of Liability

Please read carefully. This is a legal document that affects your legal rights.

Before beginning any services provided by Athlete World you must print and sign the Release and Waiver of Liability Agreement located here, or in person at our office. By signing the Release and Waiver of Liability Agreement (the "Release"), you will waive certain rights, including the right to sue, so please read it carefully and discuss with your lawyer or advisors before signing.

Prior to participating in any services, you should seek the advice of your physician or other qualified health professional. You agree that Athlete World assumes no risk or liability for your participation in their services and that you participate at your sole discretion and risk. Services currently provided, but not limited to, by Athlete World include use of gym facilities, synthetic ice, shooting lanes and on ice time.

This Release is executed in favor of Athlete World, an Estevan, Saskatchewan, based company, its members, officers, directors, employees, independent contractors, volunteers, and agents.

The Release is as follows:

In consideration of the permission to use services provided by Athlete World today and at any time in the future, I understand and agree to and freely, voluntarily and without duress execute this Release under all of the following:

Assumption of Risk. I understand that any physical activity carries with it an inherent risk of injury. Exercise classes and training may involve strenuous exertions of various muscles placing stress on the muscles, bones, and joints. Cardiovascular training may involve sustained physical activity placing stress on the heart, arteries, and blood pressure. Risk of injury may be minor such as soreness, sprains, strains, and bruises, or serious such as heart attack, stroke, paralysis, and death. I understand that some services carry with it an inherent risk of injury from other participants and/or mechanical malfunction of equipment, which could result in injury or death. I fully understand these risks and agree to assume all risk of injury, illness or death associated with using services provided, whatever the cause or injury.

Waiver and Release of Liability. I voluntarily and knowingly agree on behalf of myself, my spouse or partner, my heirs, personal representative, assigns, and anyone else claiming by or through me to release, waive, and forever discharge and hold harmless Athlete World., its directors, officers, members, owners, employees, independent contractors, volunteers, agents, assigns, and all others associated with them (collectively "all others") from all liability from any and all claims, demands, or lawsuits arising from the acts, failure to act, or conduct of any of them arising from their negligence (whether ordinary or gross), negligent training or supervision, breach of duty, or any other theory of legal liability whether in law or in equity for any physical or emotional injury or illness suffered by me (including death) arising from my time at Athlete World or using its equipment, facilities, services, products, and/or premises; and any damages to, loss of, or theft of my property.

Indemnification and Hold Harmless. I agree on behalf of myself, my spouse or partner, my heirs, personal representative, assigns, and anyone else claiming by or through me to indemnify and hold harmless Athlete World and all others by voluntarily agreeing to pay all costs and legal fees they incur in investigating and defending a claim or lawsuit if such claim or suit is withdrawn, or if a court determines for whatever reason (including the enforceability of this agreement) that Athlete World are not liable for the injury or loss. I understand that Athlete World does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Medical Treatment. I hereby release and forever discharge Athlete World from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with time at Athlete World or use of their services.

I understand that it is my duty to visit with a doctor or health care provider before beginning any exercise routine, or class provided by or at Athlete World and that it is my responsibility to disclose any and all medical conditions or illnesses. Failure to do so does not create any cause of action against Athlete World.

I understand that it is my duty to obey all rules and regulations of Athlete World and failure to do so does not create any cause of action against Athlete World.

I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Province of Saskatchewan, and that this Release shall be governed by and interpreted in accordance with the laws of the province of Saskatchewan. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. Furthermore, I consent and agree to the jurisdiction of the courts of the Province of Saskatchewan for any action arising out of or relating to this Release. I acknowledge and agree that a photocopy or digital copy of this Release will have the same force and effect as the original.

The undersigned hereby agrees that this Release and Waiver of Liability Agreement may be executed with an electronic signature and agrees the agreement shall be as effective as an original handwritten signature.

TO BE COMPLETED BY PARTICIPANT 18 OR OLDER:

I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE AND THAT I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS TERMS AND THAT I AM FREELY AND VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS.

Printed Name of Participant: _____

Date: _____

Signature: _____

TO BE COMPLETED IF PARTICIPANT IS NOT OVER 18 YEARS OLD:

I CERTIFY THAT I AM THE LEGAL PARENT OR GUARDIAN OF THE PARTICIPANT AND THAT I AM AT LEAST 18 YEARS OLD. I HAVE READ AND UNDERSTOOD THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS TERMS AND THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, WHICH MY HEIRS OR I HAVE AGAINST ATHLETE WORLD.

Printed Name of Participant: _____

Printed Name of Parent/Guardian: _____

Date: _____

Signature: _____