

## **FlyFree Movement Corporation**

Assumption of risk, release of liability waiver of claims & indemnity agreement. Warning: by signing this document (the "agreement") you will waive certain legal rights, including the right to sue. Please read carefully. All numbered areas on this document MUST be filled out in order to participate. Initials and signatures must be the parent or guardian (for participants under 18) or of the participant if they are 18 years of age or older.

### **1. Assumption of risks**

I understand that by participating in the classes, programs, workshops, and/or "open gym" sessions (the "activities") offered by FlyFree Movement Corporation operating as "FlyFree", I will receive information and instruction about physical fitness programming, including but not limited to Parkour and Calisthenics. I recognize that acting on this information of instruction will require the use of FlyFree equipment and facilities. I further understand and am aware of the risks, dangers, and hazards associated with, or arising from the use of the equipment and facilities of FlyFree. I understand the potential exposure to infectious and communicable disease, including but not limited to COVID-19. I understand the risks, dangers and hazards associated to participation in the activities, including but not limited to: fainting, abnormal blood pressure, musculoskeletal injuries (such as neck and back strains, muscle strains, muscles pulls, tendon and ligament damage, damage to joints or bone fractures), paralysis, death, or damage to myself, property, or to third parties, resulting from:

- a) Falling and impacting wall surfaces or the ground, including and fixed or mobile objects, obstacles, or equipment, including both wooden and metal objects, obstacles, or equipment;
- b) Falling participants of equipment, such as shoes, or weights;
- c) Participation in the physical activity of the sport itself;
- d) Negligence on the part of other participants; and/or
- e) Negligence on the part of FlyFree or its employees, agents, instructors or independent contractors (collectively the "Releasees"), including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of the activities. I further understand that FlyFree has rules and policies in place regarding safety, the activities, and the use of FlyFree equipment and facilities (the "rules"). I acknowledge that I have reviewed the rules and that I understand the rules. I acknowledge that failure to follow any of the rules may result in complete revocation of all privileges provided by FlyFree without refund of any fees. I further understand that FlyFree does not carry accident, medical, or dental insurance on my behalf.

### **2. Release of Liability, Waiver of Claims & Indemnification**

In consideration for FlyFree allowing me to participate in the activities and permitting my use of FlyFree equipment and facilities, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree to the following:

- a) To waive any and all claims that I have or may 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 may suffer, or that my next of kin may suffer resulting from my participation in the activities 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 Alberta Occupier's Liability Act, R.S.A. 2000, c. O-4, on the part of the Releasees and also including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of the activities referred to above;
- b) To hold harmless and indemnify the Releasees from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in the activities;
- c) This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representative, in the event of my death or incapacity;
- d) This agreement limits the liability of FlyFree employees, agents, instructors and/or independent contractors (the "Agents") to the same extent as it limits the liability of FlyFree, even though the Agents are not formally parties to the Agreement;
- e) In entering into this agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the activities other than what is set forth in this agreement;
- f) This agreement supersedes any prior agreement or understanding between the parties.
- g) This agreement and any rights, duties, and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the province of Alberta and no other jurisdiction;
- h) Any litigation involving the parties to this agreement shall be brought solely with the province of Alberta and shall be within the exclusive jurisdiction of the courts of the province of Alberta. I have read and understand this agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and representatives may have against the Releasees.

**3. Release of liability, waiver of claims & indemnification:** For good and valuable consideration, the amount and sufficiency which is hereby acknowledged, I consent and authorize FlyFree and its employees, agents, instructors and/or independent contractors to take still pictures, motion pictures, sound recordings, and/or video recordings of the participant (collectively, the "materials"), and to use and adapt such materials in its educational and recreational programs and/or in promoting FlyFree programs or activities, at any time or place and in any medium in the future. I agree to indemnify, hold harmless and release FlyFree and its employees, agents, instructors or independent contractors from any and all claims arising from such material. I understand that still pictures, motion pictures, sound recordings and/or video recordings become the property of FlyFree. I agree to assign the participant's copyright, including performer's rights, in the materials to FlyFree. I agree to waive all moral rights the participant may have in the material in favor of FlyFree in perpetuity.

I am 18 Years of age or older, and I have read and understand the Agreement. I understand that this document contains a promise not to sue FlyFree and/or the Agents and that it constitutes a release of liability and an indemnity for all claims. If I am the parent and/or guardian of the participant, I have read the Agreement, and understand and execute the Agreement on behalf of my child/ward.

IN WITNESS WHEREOF I HAVE EXECUTED THIS DOCUMENT AT THE CITY OF EDMONTON IN THE PROVINCE OF ALBERTA ON BEHALF OF MYSELF, MY PERSONAL REPRESENTATIVES, HEIRS AND ASSIGNS

Participant Name \_\_\_\_\_ Date \_\_\_\_\_

Phone Number \_\_\_\_\_ Date of Birth \_\_\_\_\_

Email Address \_\_\_\_\_

Print name of signatory \_\_\_\_\_

Participant signature or parent/guardian signature \_\_\_\_\_

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