



## **WARNER ATHLETIC CENTRE ACKNOWLEDGEMENT OF RISK / RELEASE OF LIABILITY /INDEMNITY**

In consideration of the Village of Warner (the "Owner") allowing \_\_\_\_\_(the "Participant") to enter onto lands owned by the Owner, the Warner Athletic Centre (the "Athletic Centre"), for the purpose of using the gym facility and exercise equipment for working out (the "Permitted Use"), I, the undersigned hereby acknowledge and agree, on behalf of myself or as the legal guardian of the Participant, as follows:

### **ASSUMPTION OF RISK**

1. I acknowledge that there is a risk of injury associated with the participation in physical activity and the use of exercise equipment and I am aware of the possible risks, dangers and hazards associated with entering onto the Athletic Centre and engaging in the Permitted Use, including the risk of severe or fatal injury, illness, death and property damage. I hereby assume these risks voluntarily.
2. I acknowledged that the Athletic Centre will not be supervised and the Owner will not provide supervision, training or coaching to the Participant and I will be responsible for the supervision of myself and/or any minor children for which I am the legal guardian. I further recognize my responsibility to ensure that the Participant has the required skills, qualifications, training and physical conditioning to engage in the Permitted Use.
3. I understand that I will be given a key fob to access the Athletic Centre to engage in the Permitted Use and agree that I will not prop open any doors or allow any non-participants to enter the Athletic Centre.
4. I agree to abide by all of the rules set by the Owner with respect to the Athletic Centre and the Permitted Use.
5. I agree that my use of the Athletic Centre is limited to the Permitted Use and that entering onto the Athletic Centre for any other purpose or use is considered trespassing.

### **RELEASE OF LIABILITY AND WAIVER OF CLAIMS**

I, on behalf of myself, my heirs, next of kin, personal representatives and assigns, hereby forever waive all claims against, and release, discharge and hold harmless, the Owner, its directors, officers, employees, agents, successors and assigns, (the "Releasee") from and against any and all present and future claims and all liabilities of any kind whatsoever, known or unknown, arising out of or in connection with my entering onto the Athletic Centre and engaging in the Permitted Use.

I agree that the Releasee shall not be liable for any personal injury, illness, death or property damage that I may suffer or incur and I agree not to sue the Releasee for any of the claims or liabilities that I have waived, released or discharged herein.

**INDEMNITY**

I agree to indemnify and hold harmless the Releasee from and against any and all actions, causes of action, proceedings, claims, demands, loss, costs, damages and expenses whatsoever which may be brought against or suffered by the Releasee in connection with my entry onto the Athletic Centre or engaging in the Permitted Use.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I AND MY HEIRS, NEXT OF KIN, PERSONAL REPRESENTATIVES AND ASSIGNS MAY HAVE AGAINST THE RELEASEE, INCLUDING THE RIGHT TO SUE, CLAIM DAMAGES AND SEEK COMPENSATION.**

\_\_\_\_\_  
**Signature of Participant/Legal Guardian**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Name of Legal Guardian**

\_\_\_\_\_  
**Witness Name**

\_\_\_\_\_  
**Key Fob Number**

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, Alberta.