

# ASSUMPTION OF RISK AND WAIVER AGREEMENT

Please print clearly. If we can't read it, it doesn't count!

**WARNING:** BY SIGNING THIS AGREEMENT, YOU WILL WAIVER CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE! PLEASE READ CAREFULLY!

I \_\_\_\_\_ (the "USER") or \_\_\_\_\_ on behalf of the USER (USER defined to include myself, children, spouse, parents, heirs, assigns, personal representatives, guardians and estate) consents and affirmatively elects to use the Fitness Centre Facilities, and other services offered by NWP as described herein.

**DEFINITIONS:** In this agreement the term "fitness programs" shall include all activities, programs, events, classes, and services provided, sponsored or organized by NWP including but not limited to: weight training; personal training; use of facilities; use of strength training and fitness conditioning equipment, machines and facilities; nutritional and dietary programs; orientation or instructional sessions or lessons; and all other such related activities.

**ASSUMPTION OF RISKS:** I am aware that my participation in fitness programs involves many risks, dangers and hazards, which could result in damage, loss or physical injury to me. Some of these risks, dangers and hazards include, but are not limited to:

- Health: overexertion, dehydration, fatigue, lack of fitness or conditioning.
- Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, equipment or persons.
- Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by NWP to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability.
- Advice: negligent advice regarding fitness programs.
- My conduct and conduct of other persons, including NEGLIGENCE ON THE PART OF NWP, may increase the risk of damage, loss, personal injury or death. I understand that NWP may fail to safeguard or protect me from the risks, dangers and hazards of the fitness programs, some of which are referred to above.

Despite the risks, dangers and hazards of fitness programs, and fully understanding such risks, dangers and hazards, I wish to participate in fitness programs with NWP, and I FREELY ACCEPT AND FULLY ASSUME all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of NWP allowing me to participate in fitness programs and permitting my use of their equipment, facilities and services, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against NWP AND TO RELEASE NWP 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 as a result of my participation in fitness programs DUE TO ANY CAUSE WHATSOEVER, including but not limited to:
  - negligence on the part of NWP;
  - breach of warranty on the part of NWP in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
  - breach of any statutory or other duty of care, on the part of NWP; and
  - the failure on the part of NWP to safeguard or protect me from the risks, dangers and hazards of fitness programs, some of which are referred to in the Assumption of Risks sections of this Agreement.
2. TO HOLD HARMLESS AND INDEMNIFY NWP from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in fitness programs
3. This Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
4. SAFETY: I am familiar with the proper use of the equipment. I am aware that NWP staff are available to answer any questions with regard to the proper use of the equipment. I am not relying on any oral, visual or written representations or statements made by NWP with respect to the safety of fitness programs other than what is set forth in this Agreement.
5. INSURANCE: I am aware that NWP does not provide me with any disability, accident, liability or medical insurance or compensation, should I become injured or cause personal injury or property damage to any third party while participating in fitness programs.
6. JURISDICTION: 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

Signature of Participant: \_\_\_\_\_

Signature of Parent/Legal Guardian if under 18 years: \_\_\_\_\_

Print Name of Parent/Legal Guardian: \_\_\_\_\_

\_\_\_\_\_ Date

Personal information on this form is collected under Alberta's *Freedom of Information and Protection of Privacy Act* and will be used for the purpose of implementing this Agreement. Questions about this collection may be directed to the Information and Privacy Coordinator by calling 780-539-2068.

**Be fit.  
Be healthy.  
Be well.**