ALBERTA GYMNASTICS FEDERATION
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

(To be executed by Participants under 18 years old)

WARNING! Please read carefully
By signing this document, you will waive certain legal rights – including the right to sue

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a participant in the sport of gymnastics and the spectating, orientation, instruction, activities, competitions, programs, and services of Alberta Gymnastics Federation and **Strathmore Gymnastics Centre** (collectively the "Activities"), the undersigned acknowledges and agrees to the terms outlined in this document.

Disclaimer

2. Alberta Gymnastics Federation and **Strathmore Gymnastics Centre** , and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

☐ ***I have read and agree to be bound by paragraphs 1 and 2***

Description and Acknowledgement of Risks

3. I understand and acknowledge that
   a) The Activities have foreseeable and unforeseeable inherent risks, hazards, and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis, and loss of life.
   b) The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming.
   c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction; and
   d) The Organization has put in place preventative measures to reduce the spread of contagions; however, the Organization cannot guarantee that I will not become infected by a contagion. Further, participating in the Activities could increase my risk of exposure and/or illness from infectious disease and contagions.

4. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to:
   a) Contracting COVID-19 or any other contagious disease.
   b) Privacy breaches, hacking, technology malfunction or damage.
   c) Executing strenuous and demanding physical techniques and exerting and stretching various muscle groups.
   d) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements.
   e) The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment or apparatus.
   f) Failure to follow instructions or rules.
   g) Spinal cord injuries which may render me permanently paralyzed.
   h) Serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of my body or to my general health and well-being.
   i) Abrasions, sprains, strains, fractures, or dislocations.
   j) Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma.
   k) Physical contact with other participants, spectators, equipment, and hazards.
   l) Collisions with walls, any gymnastics apparatus, floors or mats.
   m) Falling, tumbling, or hitting any gymnastics apparatus, the floor, mats, or other surfaces.
   n) Physical contact with other participants (including spotters).
   o) Not wearing appropriate safety or protective equipment.
   p) Failure to act safely or within my own ability or designated areas.
   q) Negligence of other persons, including other spectators, participants, or employees.
   r) Travel to and from competitive events and associated non-competitive events which are an integral part of the Activities; and
   s) Negligence on the part of the Organization, including failure by the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with my participation in the Activities.

☐ ***I have read and agree to be bound by paragraphs 3 and 4***

Terms

5. In consideration of the Organization allowing me to participate in the Activities, I agree:
    a) That when I practice or train in my own space, I am responsible for my surroundings and the location and equipment that I select.
    b) That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental and physical condition.
    c) That I may experience anxiety while challenging themselves during the Activities.
    d) To comply with the rules and regulations for participation in the Activities.
    e) To comply with the rules of the facility or equipment.
    f) That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring my observations to a representative of the Organization immediately.
    g) The risks associated with the Activities are increased when I am impaired, and I will not participate if impaired in any way.
    h) That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity.
    i) That COVID-19 is contagious in nature and I may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death; and
    j) That I am responsible for my choice of safety or protective equipment and the secure fitting of that equipment.

Release of Liability and Disclaimer

6. In consideration of the Organization allowing me to participate, I agree:
    a) That the sole responsibility for my safety remains with me.
    b) To ASSUME all risks arising out of, associated with, or related to my participation.
    c) That I am not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities.
    d) To WAIVE any and all claims that I may have now or in the future against the Organization.
    e) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, loss of life, property damage, expense, and related loss, including loss of income, resulting from my participation in the Activities.
    f) To FOREVER RELEASE the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization;
    g) To FOREVER RELEASE AND INDEMNIFY the Organization from any action related to my becoming exposed to or infected by COVID-19 as a result of, or from, any action, omission or negligence of myself or others, including but not limited to the Organization;
    h) That the Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities.
    i) That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and
    j) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Alberta and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

7. I agree that in the event that I file a lawsuit against the Organization, I will do so solely in the Province of Alberta and further agree that the substantive law of the Province of Alberta will apply without regard to conflict of law rules.

☐ ***I have read and agree to be bound by paragraphs 5 to 7***

Acknowledgement

8. I am not relying upon any oral or written representations or statements made by the releasees with respect to the safety of competitive activities or activities other than what is written in this release. I confirm that I have read and understand this release prior to signing it, and I 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 representatives 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 competitive activities or activities and use of the facilities.

_____	_____	_____
Name of Parent/Guardian (print)	Signature of Parent/Guardian	Date

Name of Participant: _____

PERSONAL INFORMATION PROTECTION ACT (PIPA)

PARTICIPANT'S FIRST NAME:	PARTICIPANT'S LAST NAME:	PARTICIPANT'S DATE of BIRTH:	GENDER:
ADDRESS:		CITY:	POSTAL CODE:
PARENT/GUARDIAN FIRST NAME:	PARENT/GUARDIAN LAST NAME:	TELEPHONE:	
EMAIL:	GYMNASTICS CLUB NAME: Strathmore Gymnastics Centre		

Your personal information such as Name, Date of Birth, Gender, Address, Phone, and Email will be protected and managed in accordance with the PIPA and made available only to the staff of the Gymnastics Club and Alberta Gymnastics Federation (pertaining to any information related to Alberta Gymnastics Federation Membership, this includes but not limited to emails for special events, live broadcasting, video, results, website, noticeboards, advertising, photos, social media platforms, funding, and Team Alberta requirements). Non- identifying information will be provided to Gymnastics Canada and the Alberta Sport Connection.

Personal Information/Photo/Video Release

____ **YES,** I give consent

____ **NO,** I refuse consent

To send information (Pertaining to Alberta Gymnastics Federation Membership and the Gymnastics Club programs. This includes but not limited to emails, newsletters, special events, general information, fundraising, donation request, invoices, honorariums, Team Alberta, etc).

____ **YES,** I give consent

____ **NO**, I refuse consent

To take pictures or video of me/my child during my/their participation in any program, and that these may be used for advertising, newsletters, noticeboards, website, live broadcast, special events, Team Alberta, and any social media platforms. (Gymnastics Club and Alberta Gymnastics Federation)

____ **YES,** I give consent

____ **NO,** I refuse consent

To take pictures or video of me/my child during my/their participation in any program, and that these may be used for training purposes.

***Note should you chose you can withdraw your consent in written notice at any time to** Strathmore Gymnastics Centre **.**

(Gymnastics Club)

If you need any additional information about our personal information protection act, you can contact Alberta Gymnastics Federation office at (403) 259.5500 or via email at info@abgym.ab.ca.

Signed this _____ day of _____, 20_____at _____

_____ Signature of Participant (if over 18 years of age)

_____ Signature of Witness

_____ Signature of Parent or Guardian (as named above)

_____ Signature of Witness

Modified: April 9, 2018