

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

*PLEASE READ CAREFULLY!*

**TO: 5 MORE REPS ENTERPRISES INC. ("Innovative Fitness") RE: Coquitlam Express ID Camp Fitness Testing**

**DATES / TERM OF PROGRAM: Start:** Friday May 5, 2018

**TRAINING LOCATION:** *Innovative Fitness Coquitlam, 2300 Rocket Way Coquitlam BC, V3K 6Z2*

**TRAINING TIMES:** *Friday May 5, 2018 (9am, 10am, 12:30pm, 1:30pm)*

**ASSUMPTION OF RISKS**

I am aware that the use of Innovative strength training and fitness conditioning equipment, machines and facilities (hereinafter referred to as (the "facilities") and participation in Innovative Fitness programs and a variety of other outdoor activity programs provided by Innovative Fitness or Third Parties (the "programs and outdoor activities") will involve various risks, dangers and hazards including the risk of personal injury, death or property loss from various causes including but not limited to: overexertion or lack of fitness or conditioning; defective, dangerous or unsafe condition of the facilities; negligence on the part of other persons using the facilities or participating in the programs and outdoor activities; or negligence on the part of Innovative and its employees. 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 Innovative accepting my application permitting my use of the facilities and participation in the programs and outdoor activities, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Innovative Fitness and its shareholders, directors, officers, employees, agents and representatives (severally and collectively "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 either my use of or my presence on the facilities or participation in the programs and outdoor 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 **OCCUPIERS LIABILITY ACT**, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES and also including the failure on the part of the Releases to safeguard or protect me from the risks, dangers and hazards referred to above;

2. 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 use of or presence on the facilities or participation in the programs and outdoor activities; and

3. TO GRANT TO GRANT to Innovative Fitness, its successors, assignees, designees and licensees the right in perpetuity to photograph, film and otherwise record my use of and presence in the Facilities and my participation in the Programs and Outdoor Activities, including my appearance, voice and likeness (as well as to edit, modify them and combine them with that of others), for the production of photographs, video and other content in all media for sale to users of the Facilities and participants in the Programs and Outdoor Activities, or otherwise to promote the business of Innovative Fitness (by, for example, posting on Innovative Fitness' web site);

4. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releases with respect to the safety of the facilities or programs.

I AM AWARE THAT INNOVATIVE FITNESS DOES NOT CARRY MEDICAL OR DENTAL INSURANCE ON BEHALF OF USERS OF THE FACILITIES.

***I HAVE READ AND UNDERSTAND THE ABOVE AND I AM AWARE THAT BY SIGNING BELOW I AM WAIVING CERTAIN LEGAL RIGHTS, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.***

**PERSONAL INFORMATION**

PLAYER NAME: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ (Parent/Guardian to sign if under 18yrs old)

DATE: \_\_\_\_\_