

OLYMPUS FREERUNNING

1721 Nicholson Street, Prince George, BC V2N 1V7

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 boxes on BOTH pages MUST be filled out in order to participate.

Initials and signatures must be of the parent or guardian (for participants under 19) or of the participant if they are 19 years of age or older.

ASSUMPTION OF RISKS: I understand that by participating in the classes, programs, or workshops, or "open gym" sessions (the "*activities*") offered by Riley Banzer operating as Olympus Freerunning ("*Olympus*"), I will receive information and instruction about physical fitness programming, including but not limited to Parkour, and I recognize that acting on this information or instruction will require the use of Olympus' 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, structures, and facilities of *Olympus* and from 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 any fixed or mobile objects, obstacles, or equipment, including both wooden and metal objects, obstacles, or equipment;
- B) Falling participants or equipment, such as shoes, or weights;
- C) Participation in physical activity or the sport itself;
- D) Negligence on the part of other participants; and/or
- E) Negligence on the part of *Olympus* 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 *Olympus* has rules and policies in place regarding safety, the *activities*, and the use of public equipment and facilities (the "*rules*"), and 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 *Olympus* without refund of any fees.

I further understand that it is my responsibility to consult with a physician or doctor prior to and regarding my participation in the *activities*. I represent and warrant that I am physically fit and I have no medical condition that would prevent my full participation in the *activities*.

I further understand that *Olympus* does not carry accident, medical, or dental insurance on my behalf.

I voluntarily accept these physical risks.

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Print Name: _____ Signature: _____ Date: _____

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RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNIFICATION: In consideration for *Olympus* allowing me to participate in the *activities*, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree as follows:

1. To waive any and all claims that I have or may in the future 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 Occupiers Liability Act, RSBC. 1996, C.337, 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.
2. To hold harmless and indemnify the *Releasees* from any and all liability for any damage to property or personal injury to any third party, resulting from my participation in the *activities*.
3. 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;
4. This agreement limits the liability of *Olympus'* employees, agents, instructors or independent contractors (the "**Agents**") to the same extent as it limits the liability of *Olympus*, even though the *Agents* are not formally parties to the *Agreement*;
5. 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;
6. This agreement supersedes any prior agreement or understanding between the parties.
7. This agreement and any rights, duties, and obligations as between parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the province of British Columbia and no other jurisdiction; and
8. Any litigation involving the parties to this agreement shall be brought solely within the province of British Columbia and shall be within exclusive jurisdiction of the courts of the province of British Columbia.

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 heirs, next of kin, executors, administrators, and representatives may have against **Releasees**.

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Print Name: _____ Signature: _____ Date: _____

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I am 19 years of age or older, and I have read and understand this *Agreement*. I understand that this document contains a promise not to sue *Olympus* 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 PRINCE GEORGE IN THE PROVINCE OF BRITISH COLUMBIA ON BEHALF OF MYSELF, MY PERSONAL REPRESENTATIVES, HEIRS, AND ASSIGNS

_____ WITNESS	_____ PARTICIPANT SIGNATURE OR PARENT/GUARDIAN SIGNATURE
_____/_____/_____ DAY MONTH YEAR	_____ PRINT NAME OF SIGNATORY
	_____ PRINT NAME OF CHILD IF SIGNING AS PARENT/GUARDIAN

PARTICIPANT INFORMATION

_____ PARTICIPANT NAME	_____ PHONE NUMBER
DATE OF BIRTH: ____/____/_____ DAY MONTH YEAR	_____ PRINT NAME OF SIGNATORY

EMERGENCY CONTACT INFORMATION

_____ EMERGENCY CONTACT NAME	_____ PHONE NUMBER
	_____ RELATION

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PHOTO/VIDEO WAIVER

RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNIFICATION: For good and valuable consideration, the amount and sufficiency which is hereby acknowledged, I consent and authorize *Olympus Freerunning* ("**Olympus**") and its employees, agents, instructors 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 *Olympus* programs or activities at any time or place and in any medium in the future.

I agree to indemnify, hold harmless and release *Olympus* and its employees, agents, instructors, or independent contractors from any and all claims arising from such material. All such still pictures, motion pictures, sound recordings and/or video recordings become the property of *Olympus*. I agree to assign the participants copyright, including performer's rights, in the materials to *Olympus*. I agree to waive all moral rights the participant may have in the material in favour of *Olympus* in perpetuity.

I am 19 years of age or older, and I have read and understand the Photo/Video Waiver. I understand that this document contains a promise not to sue *Olympus* 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 Photo/Video Waiver, and understand and execute the Photo/Video Waiver on behalf of my child/ward.

IN WITNESS, WHEREOF I HAVE EXECUTED THIS DOCUMENT AT THE CITY OF PRINCE GEORGE IN THE PROVINCE OF BRITISH COLUMBIA ON BEHALF OF MYSELF, MY PERSONAL REPRESENTATIVES, HEIRS, AND ASSIGNS

WARNING: BY SIGNING THIS PHOTO/VIDEO WAIVER YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

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_____ WITNESS	_____ PARTICIPANT SIGNATURE OR PARENT/GUARDIAN SIGNATURE
____/____/____ DAY MONTH YEAR	_____ PRINT NAME OF SIGNATORY
	_____ PRINT NAME OF CHILD IF SIGNING AS PARENT/GUARDIAN