



**DEPARTMENT OF ATHLETICS AND RECREATION – GROUP FITNESS
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT**

PLEASE READ CAREFULLY – BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.

BETWEEN:

Capilano University, as represented by the Department of Athletics & Recreation, having an office at 2055 Purcell Way, North Vancouver, BC V7J 3H5
(hereinafter referred to as the “**University**”)

AND:

Name:	
Address:	
Phone Number:	
Email:	
Student Number:	

(hereinafter referred to as “**Participant**” or “**I**”)

The University requires this Release of Liability, Waiver of Claims and Assumptions of Risk Agreement (“**Release**”) to be completed and signed by the Participant as a means of confirming the Participant has considered and is aware of the duty they owe to themselves and to all other participants to be informed and aware of the risks and hazards inherent in the chosen activity and to carefully consider those risks and hazards against their personal ability and level of fitness. This is for the protection of the Participant, other participants, the public, and the University.

As a Participant you can and should refuse to undertake any activity that you feel is unsafe or for which you feel there may be inadequate supervision or which you do not feel you have the skills or capability to undertake. If you require additional information or guidance then you should contact the University’s Department of Athletics and Recreation prior to participating in the activity.

ASSUMPTION OF RISKS

I am aware that participation in University recreation programs (“**Group Fitness**”) and use of the University recreation facilities, even under the safest conditions, may be hazardous and the Participant may be exposed to elements of risk that may include equipment breakage or failures, conduct of other participants, loss or damage to personal property or bodily injury such as, scrapes and bruises, sprain/breakage of limb, the possibility of internal injuries, concussions, injury from overexertion, sickness or even death.

I am voluntarily participating in the Group Fitness program and I freely accept and fully assume all such risks and hazards and the possibility of personal injury, death, property damage and losses resulting therefrom. I acknowledge that there are risks involved with taking part in an online fitness class, including the instructor’s limited capacity to correct technique and monitor Participant activity.

I acknowledge that it is my responsibility prior to participating in the Group Fitness program to learn as much as possible about the risks and hazards of participation, to weigh those risk and hazards against the advantages, and to decide whether or not to voluntarily participate.

WAIVER OF CLAIMS AND RELEASE OF LIABILITY

In consideration of the University allowing me to participate in the Group Fitness Program, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree to:

- **WAIVE AND RELINQUISH ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, DEMANDS AND OBLIGATIONS** of any kind or nature whatsoever, known or unknown, that I have or may in the future have against the University, its employees, volunteers or agents (“**Releasees**”) resulting from my participation in the Group Fitness Program and arising from any cause whatsoever, including negligence, breach of contract, or breach of any statutory duty or other duty of care on the part of the Releasees.
- **RELEASE AND FOREVER DISCHARGE** the Releasees from and against any and all liability for any loss, expense, property damage, bodily injury or death that I may suffer as a result of my participation in the Group Fitness Program, or in any manner connected with, related to or as a consequence of my participation in the Program, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory duty or other duty of care on the part of the Releasees.
- **I AGREE TO HOLD HARMLESS AND INDEMNIFY** the Releasees from any and all liability for (a) any damage to property of, or bodily injury to, any third party, resulting from my negligence or intentional act or omission while participating in the Program, and (b) from any and all non-scheduled or emergency expenses related to first aid or medical treatment or evacuation of Participant in the event of an accident, injury or illness.
- I agree this Release shall be effective and binding upon my successors, assigns, heirs, next of kin, executors, administrators and personal representatives.
- I agree this Release shall be governed by and construed in accordance with the laws of the Province of B.C. Any action or dispute arising out of my participation in the Program shall be instituted or brought in the courts of the Province of B.C.
- I represent, warrant and agree that, in executing this Release, I am not relying, and have not relied, upon any representation, promise or statement made by the Releasees which is not recited or embodied in this Release.
- I UNDERSTAND THAT I MAY SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS AGREEMENT AND FURTHER THAT I AM VOLUNTARILY SIGNING THIS RELEASE.

I HAVE READ AND UNDERSTOOD THIS RELEASE PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. IT HAS BEEN EXPLAINED TO ME THAT THE RELEASEES WILL NOT PERMIT PARTICIPATION IN GROUP FITNESS PROGRAM UNLESS I SIGN AND AGREE TO THIS RELEASE.

Signed this _____ day of _____ 20_____

Participant Signature	
Recreation Program Name:	
Program Dates:	

For more information, contact the Capilano University Department of Athletics & Recreation Office at 604-984-4977.

IF THE PARTICIPANT IS LESS THAN 19 YEAR OF AGE, THE PARTICIPANT’S PARENT OR LEGAL GAURDIAN MUST SIGN ON THE PARTICIPANTS BEHALF BELOW.

ACKNOWLEDGEMENT OF PARENT/GAURDIAN: I am the parent/guardian of the child participant named on page one (“Participant”). I acknowledge that both the Participant and I have read this Release. The Participant and I understand, appreciate, freely accept and fully assume the risks, dangers and hazards referred to in this Release. On my own behalf and on behalf of the Participant, I covenant and agree not to sue or commence any legal proceedings against the Releasees in respect of any loss, damage, injury or expense resulting from said risks, dangers and hazards. I hereby waive any and all claims that I may now or in the future have against the Releasees. I hereby release the Releasees from any and all liability, for any loss, damage or expense that the Participant or I may sustain as a direct or indirect result of the Participant’s participation in the Program. I agree to indemnify and save the Releasees harmless from any and all liability for any property damage, or personal injury to, or death of the Participant in the Program.

Signed this _____ day of _____ 20_____

Parent/Guardian Signature: _____

Parent/Guardian name: _____