

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK and INDEMNITY AGREEMENT

Please complete the first three pages of this form in full and bring them to your first session. This form will be used for the 3433 Sport Performance Registered Programs and must be completed each year. All information provided herein will remain confidential.

PARTICIPANT INFORMATION:

Name: _____ Male Female
(LAST NAME) (FIRST NAME)

TRAINING REGISTERED IN: _____

HOME ADDRESS: _____ CITY / TOWN: _____

PROVINCE: _____ POSTAL CODE: _____ PHONE: _____

HEIGHT: _____ WEIGHT: _____ DATE OF BIRTH: _____
(MM/DD/YYYY)

FAMILY PHYSICIAN: _____ PHONE: _____

EMERGENCY CONTACT INFORMATION:

1. NAME: _____ RELATIONSHIP: _____
PHONE # (day): _____ PHONE # (other): _____
2. NAME: _____ RELATIONSHIP: _____
PHONE # (day): _____ PHONE # (other): _____

IMAGE RELEASE:

During MNP Community & Sport Centre sessions, film and photos may be taken for media or marketing purposes. If you are willing to have your photo taken or a video taken please sign the image release below.

I hereby grant MNP Community & Sport Centre the right and permission to publish moving composite reproductions for the purpose of, without limitation, television, publications, and any trade or advertising purposes. Accordingly, I release and discharge MNP Community & Sport Centre and Lindsay Park Sports Society from any liability by virtue of blurring, distortion, alteration, optical illusion or use in composite form that may occur or be produced in taking of said picture(s) or any processing through completion of the finished product. Compensation for this is none.

Participant Name

Signature

MEDICAL INFORMATION:

Alberta Health Card#: _____

1. Have you recently been in contact with any communicable diseases? YES NO

If yes, please list: _____

2. Do you have any of the following medical conditions:

- a. Allergies? YES NO
- b. Diabetes? YES NO
- c. High Blood Pressure? YES NO
- d. Hypoglycemia? YES NO
- e. Seizures? YES NO
- f. Other? YES NO

If yes, please specify: _____

3. Are you currently taking any medication? YES NO

If yes, please list: _____

Additional Information: _____

MEDICATION RELEASE

I, _____ give permission for the staff at MNP Community & Sport Centre to aid in administering the below listed medication(s) in an emergency situation. No other medication, except that which is listed below, shall be administered without my direct consent, except by trained medical staff.

1. Allergy / Condition: _____ Medication: _____

Dosage: _____ When to Administer: _____

How to Administer: _____

Additional Comments: _____

2. Allergy / Condition: _____ Medication: _____

Dosage: _____ When to Administer: _____

How to Administer: _____

Additional Comments: _____

The information on this form is being collected to enable us to manage and develop our business and operations. MNP Community & Sport Centre is committed to maintaining the accuracy, confidentiality and security of your personal information. MNP Community & Sport Centre endeavors to maintain physical, technical and procedural safeguards that are appropriate to the sensitivity of the personal information in question. These safeguards are designed to prevent your personal information from loss and unauthorized access, copying, use, modification or disclosure. For further information on our privacy policy please view our complete privacy policy on our website (MNPcentre.com)

BIKE & LOCK DESCRIPTION:

1. Please provide the make, model, year and identifying marks on your bike:

Make: _____

Model: _____ Year: _____ Serial Number: _____

Identifying Factors: _____

2. Estimated Value: \$ _____ Is the bike insured? YES NO

3. Description of your Lock: _____

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

Please DO NOT fill out the information inside the following box prior to arriving at MNP Community & Sport Centre. If this information has been filled out, a new form will be required.

In consideration for permission, granted now or in the future by MNP Community & Sport Centre & the Lindsay Park Sports Society (LPSS) (the "Organizer") to participate in the 3433 Sport Performance Centre clubs, programs, camps and services (the "Activity"), I _____ (the "Participant") agree and acknowledge that:

1. I have met all of the prerequisites required for participation in the Activity.
2. I will abide by the rules and regulations imposed on the participants in the Activity.
3. There are risks and hazards inherent in the very nature of the Activity (which includes but not limited to bicycle riding, trail and road running, beach running, pool and ocean swimming) and that as a result of these risks and hazards, I as a participant, may suffer personal injury, even death, as well as property loss. I am aware and understand the risks and hazards, which include but are not limited to; airline travel, weather risk, natural events, political unrest, training injuries on land or in the water, criminal activity outside of the control of the Organizer, negligence on the part of the hotel provider, medical issues that can arise, and negligence of other participants, associated with the Activity. I hereby certify that I am physically fit and have trained sufficiently for participation in the Activity and I freely and voluntarily assume the risks and hazards that carry the potential for serious injury, property loss and even death associated with the Activity and accordingly my participation in the Activity shall be entirely at my own risk. The following list includes, but is not limited to, examples of the types of risks which you may be exposed to from participating in the Activity:
 - Participant error;
 - Accident with a motorized vehicle;
 - Equipment failure;
 - Physical damage to personal equipment;
 - Weather conditions;
 - High cycling speeds on descents;
 - Road and trail surface conditions;
 - Railway crossings;
 - Food provided by resort;
 - Wild animals crossing the road; and,
 - Marine life and hazards
4. MNP Community & Sport Centre and LPSS arrange open water swims at local lakes and outdoor bike rides. Although MNP Community & Sport Centre and LPSS take care in selecting local lakes and bike paths, MNP Community & Sport Centre and LPSS are unable and do not have any control over the condition of these local lakes and bike paths, and therefore are not responsible for any accident or injury arising from the use of the local lakes or bike paths.
5. I waive any claim I may have against the Organizer and any and all instructors, trainers, organizers and sponsors of the Activity and their respective heirs, representatives, successors and assigns (such parties collectively referred to as the "Releasees") from all claims, demands, damages, costs, expenses, actions and causes of action arising from my participation in the Activity and agree to indemnify and hold harmless the Releasees and the City of Calgary for any claim, including any claim for medical services arising from my participation in the Activity.
6. I understand that the Organizer is not responsible for travel to and from the Activity and any costs, damage or disruption relating to this travel are at the sole risk of the Participant and agree to waive any claim I may have against the Organizer.
7. I release the Releasees from any and all liability for any loss, damage, expense or injury, including death, direct or indirect, to my person and/or to my property or that of my next of kin, resulting in my participation in the Activity, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY (COLLECTIVELY, "CLAIMS").
8. The Organizer may secure such medical advice and services as it, in its sole discretion, deems necessary for my health and safety and I shall be financially responsible for such advice and services. I understand that MNP Community & Sport Centre and LPSS do not provide accidental death, disability, dismemberment or medical expense insurance on behalf of the participants in the Activity and therefore agree to assume responsibility for such insurance coverage.

9. I agree that in the event that any provision of this Form is held to be invalid and unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision will not affect the remaining provisions of this Form, which shall continue to be enforceable.
10. This RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK and INDEMNITY AGREEMENT is binding on myself, my heirs, my executors, administrators, personal representatives and assigns.
11. This RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK and INDEMNITY AGREEMENT, and any rights, duties and obligations as between the parties hereto, shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction.
12. Any litigation involving the parties to this RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK and INDEMNITY AGREEMENT shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of Alberta.
13. The RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK and INDEMNITY AGREEMENT will remain in effect for the entire duration I am a participant in the Activity. Note: when a participant who is a minor becomes 18 years of age while partaking in the Activity, he or she must complete a new RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK and INDEMNITY AGREEMENT on his or her own behalf.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK and INDEMNITY AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

DATED at Calgary, Alberta this _____ day of _____, 20 _____.

Name of Participant (printed): _____

Signature of Participant: _____

- I confirm I am 18 years of age or older
- I am under 18 years of age (if under 18 years of age, Parent or Guardian must sign below)

Name of Witness (printed): _____ Signature of Witness: _____

PARENT/GUARDIAN RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK and INDEMNITY AGREEMENT ON BEHALF OF MINORS (Under 18 years of age)

The undersigned Parent or Guardian, acting in such capacity and signing on behalf of the Participant, who is a minor (the "minor"), has agreed individually and on behalf of the minor to all the terms of this RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK and INDEMNITY AGREEMENT. The undersigned is aware that by signing this RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK and INDEMNITY AGREEMENT, the undersigned is waiving the minor's rights and the rights of the minor's heirs, next of kin, executors, administrators, assigns and representatives, to bring an action or claim against the Releasees. The undersigned Parent or Guardian further agrees to indemnify each and all of the Releasees from all liability, loss, cost, claim, damage whatsoever that may be imposed upon the Releasees all in accordance with the aforementioned provisions.

DATED at Calgary, Alberta this _____ day of _____, 20 _____.

Name of Participant (printed): _____ Age: _____

Name of Parent / Guardian (printed): _____

Signature of Parent / Guardian: _____

Name of Witness (printed): _____

Signature of Witness: _____