

ADRENALINE GYMNASTICS & TRAINING CENTRE

Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement.
By signing this document, you will waive certain legal rights, including the right to sue.

PLEASE READ CAREFULLY!

TO: Adrenaline Gymnastics & Training Centre, AGTC, their agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "AGTC"):

IN CONSIDERATION OF AGTC allowing the participant described below to participate in gymnastics, tumbling and trampoline games or activities, the participant agrees as follows on behalf of themselves, their spouse, children, parents, heirs, assigns, personal representatives and estate:

1. I acknowledge that my participation in AGTC gymnastics, tumbling and trampoline games or activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: cuts and bruises; falling off of equipment; muscle and joint sprains and strains; broken wrists, ankles and legs; participants falling on each other resulting in broken bones and other serious injuries; double bouncing (more than one person per trampoline) can create a rebound effect causing serious injury; flipping, running and bouncing off the walls can cause serious injury; colliding with or being landed on by jumpers of a different size. AGTC employees have difficult jobs to perform. They seek to create a safe environment but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions and the equipment being used might malfunction. Traveling to and from gymnastics, tumbling and trampoline locations raises the possibility of any manner of transportation accidents. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.

2. If I and/or my child/ward are injured, I acknowledge that I and/or my child/ward may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal Insurer(s). I hereby represent/affirm that I have adequate insurance to provide coverage for such medical expenses. I understand and agree that AGTC will not pay for any cost or expenses incurred by me if I and/or my child/ward are injured.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AGTC and to waive any and all claims, demands, or causes of action, that I have or may have in the future against AGTC and to release AGTC from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my family, heirs, assigns, personal representatives and estate may suffer as a result of my participating in AGTC gymnastics, tumbling and trampoline games or 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.O. 1990, c. O. 2 ON THE PART OF AGTC AND FURTHER INCLUDING THE FAILURE ON THE PART OF AGTC TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF AGTC GYMNASTICS, TUMBLING AND TRAMPOLINE GAMES OR ACTIVITIES (HEREINAFTER REFERRED TO AS "CLAIMS").

4. I agree to hold harmless and indemnify AGTC from any and all liability for any property damage or personal injury to any third party resulting from my participation in AGTC trampoline games or activities. Furthermore, should AGTC or anyone acting on its behalf be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold AGTC harmless from all such fees and costs.

5. I acknowledge that I have read, viewed or heard the rules governing my participation and/or my child/ward's participation in any activity at AGTC (the "Adrenaline Gymnastics Rules"). I certify that I understand and have explained the AGTC Rules to my child/ward. I understand that AGTC Rules have been implemented for the safety of all participants at AGTC, including myself and/or my child/ward. I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child/ward from AGTC.

6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. If there are any disputes regarding this agreement, I on behalf of myself and/or my child/ward hereby waive any right I and/or my child/ward may have to a trial and agree that such dispute shall be brought within one year of the date of this Agreement and will be determined by binding arbitration before one arbitrator to be administered pursuant to the Arbitration Act (Ontario). I further agree that the arbitration will take place solely in the Province of Ontario and that the substantive law of Ontario shall apply. If, despite the representations made in this agreement, I or anyone on behalf of myself and/or my child/ward file or otherwise initiate a lawsuit against AGTC, in addition to my agreement to defend and indemnify AGTC, I agree: (i) that any litigation involving the parties to this agreement shall be brought solely within the Province of Ontario and shall be governed by the laws of Ontario, and (ii) to pay AGTC within 60 days of initiating or filing a lawsuit against AGTC liquidated damages in the amount of \$5000 plus 12% interest per annum if payment is not made on time.

7. I further grant AGTC the right to photograph, videotape and/or record me and/or my child/ward and to use my or my child/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation, limitation or compensation.

I have had sufficient opportunity to read this entire document. I have read and understood it and I agree to be bound by its terms. ONLY ONE PARTICIPANT IS ALLOWED PER AGREEMENT.

Participant, Parent or Legal Guardian's Signature:

City: _____

Province: _____

Participant, Parent or Legal Guardian's Signature:

Postal Code: _____

E-Mail: _____

Address: _____

Phone: _____