

ADULT

Anyone 18 years of age or older

**ALBERTA GYMNASTICS FEDERATION and Kin Gymnastics
RELEASE OF LIABILITY
BY SIGNING THIS RELEASE, YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE**

**PLEASE READ
CAREFULLY**

TO: 1619071 Alberta Inc. , operating as Kin Gymnastics and Kin Gymnastics licensed operating bodies, as well as Kin Gymnastics respective directors, officers, participants, employees, partners, affiliates, agents, coaches, volunteers, Independent contractors, representatives, successors and assigns, and landlords (hereinafter referred to as "The RELEASEES"):

DEFINITIONS:

"Competitive Activities" and "Competitive Trampoline Activities" includes all activities, events or services offered, provided, arranged, organized, conducted, sponsored or authorized by Kin Gymnastics , wherein:

- all participants are registered as competitive gymnastics members in the Developmental Stream, Provincial Stream or Elite/National Stream with Alberta Gymnastics Federation and an approved member club of Alberta Gymnastics Federation;
- a certified NCCP Level 2 or higher trampoline technical coach is present during all activities; and
- which includes, but is not limited to, the use of trampolines, trampoline-related orientation and instructional courses, seminars and sessions; and any other such trampoline activities, events and services in any way connected with or related to the use of trampolines.

"Activities" includes all activities, events or services offered, provided, arranged, organized, conducted, sponsored or authorized by Kin Gymnastics , that are not Competitive Activities, which includes, but is not limited to, the use of any and all Kin Gymnastics facilities and equipment, equipment-related orientation, instructional courses, seminars and sessions, and any other such activities, events and services in any way connected with or related to the use of Kin Gymnastics facilities and equipment.

ACKNOWLEDGMENT – ANY PARTICIPATION IN GYMNASTICS AND COMPETITIVE TRAMPOLINE USE ONLY

I understand, acknowledge and agree this Release and all its terms apply to and bind me, irrespective of my status as a participant in Kin Gymnastics facilities and equipment, including but not limited to, whether I am engaged in Competitive Activities or Activities, or any related activities that may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming, such that no liability or fault can be attributed to anyone other than myself for any accidents whatsoever.

I understand, acknowledge and agree I may only use trampolines and all associated equipment at Kin Gymnastics , if I am engaged in Competitive Trampoline Activities, which does not include trampoline use before, during or after gymnastics for all activities, active start activities, drop-in, birthday party, cross training and/or parkour activities, and any other related trampoline activities that are not Competitive Trampoline Activities in which case no liability or fault can be attributed to anyone other than myself for any accidents whatsoever.

ACKNOWLEDGEMENT – SAFETY WHEN ENGAGED IN GYMNASTICS ACTIVITIES

I understand, acknowledge and agree I have read the guidelines and rules issued for use of Kin Gymnastics facilities and equipment, and participation in Competitive Activities or Activities which I understand, and I agree to be bound by them.

I understand, acknowledge and agree I am required to wear and / or use any approved safety equipment while participating in Competitive Activities or Activities. I am aware, understand, acknowledge and agree:

- there are staff, coaches and instructors available to answer any questions I may have while engaged in Competitive Activities or Activities;
- the physical exertion required of Competitive Activities or Activities and the forces exerted on my body can activate or aggravate pre-existing physical injuries, conditions, illnesses, or congenital defects; and
- I should immediately seek medical advice if I know or suspect my physical condition(s) may be incompatible with Competitive Activities or Activities.

I understand, acknowledge and agree that I will abide by the Kin Gymnastics rules including but not limited to the following:

- Ask your coaches or instructors' permission before using any equipment you have not used before. ASK FOR PERMISSION BEFORE USING TRAMPOLINES, NEVER USE A TRAMPOLINE WITHOUT PROPER AND CONSTANT SUPERVISION AND USE OF A SPOTTER.
- Ask your coach's permission before attempting new skills when using trampolines. NEVER ATTEMPT ANY SKILLS, TECHNIQUES, OR OTHERWISE MOVEMENTS ON A TRAMPOLINE WITHOUT PROPER AND CONSTANT SUPERVISION AND USE OF A SPOTTER.
- If you leave the class, tell your coach. It is not enough to tell a teammate.
- Be cautious and aware of your surroundings when using and / or being around Kin Gymnastics facilities and equipment. ALWAYS BE AWARE gymnastics equipment and activities occurring on or around such equipment by other participants, can be dangerous if not used properly and responsibly, as instructed and supervised by staff, coaches and instructors. ALWAYS BE AWARE trampolines can be particularly dangerous even if used properly and with proper supervision, and if you are not or suspect you are not capable in any way to use a trampoline, TELL YOUR INSTRUCTOR AND COACH IMMEDIATELY AND DO NOT USE A TRAMPOLINE.

I have read and agree to be bound by the definitions, acknowledgements: _____

ASSUMPTION OF RISKS WHEN ENGAGED IN COMPETITIVE ACTIVITIES OR ACTIVITIES

I am aware, understand, acknowledge and agree that Competitive Activities or Activities or Competitive Trampoline Activities involve many risks, dangers and hazards including but not limited to:

- privacy breaches, hacking, technology malfunction or damage
- my own physical limitations;
- malfunctioning gymnastics equipment, including but not limited to, breakage of equipment associated materials including, but not limited to bouncing surfaces, attaching rings, and / or floor mats, objects below a trampoline, beams, poles, and mats;
- bottoming out;
- propelling into objects;
- non-supervised activities on equipment;
- collision with other participants, classmates and teammates, staff, coaches, instructors and / or teachers, bystanders or any other persons;
- failure to remain within designated areas;
- becoming disoriented while using equipment including trampolines;
- exposure to and/or illness from infectious diseases and contagions;
- negligence of other participants, classmates or teammates, coaches, instructors and / or teachers in using equipment and / or while engaging in Competitive Activities or Activities or Competitive Trampoline Activities;
- NEGLIGENCE AND / OR GROSS NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF COMPETITIVE ACTIVITIES OR ACTIVITIES; and
- resulting personal injury, death and / or property damage including but not limited to broken bones, head / neck injuries, concussion, dislocations, tendon and ligament damage (including sprains), damage to teeth and dental work, spinal injuries (that could result in various degrees of paralysis), illness, infection, death, and any other kind of anticipated or unanticipated physical, emotional and psychological injury including but not limited to anxiety and depression.

I am aware, understand, acknowledge and agree the risks, dangers and hazards referred to above may be uncontrollable, unpredictable, and may not be accounted for by the RELEASEES, myself or anyone else.

I WARRANT I AM PHYSICALLY FIT TO PARTICIPATE IN COMPETITIVE ACTIVITIES OR ACTIVITIES AND WILL ADVISE Kin Gymnastics IMMEDIATELY IF I AM NOT OR SUSPECT I AM NOT, WHICH INCLUDES, BUT IS NOT LIMITED TO, ANY SUSPICIONS OF PHYSICAL, MENTAL OR OTHERWISE MEDICAL CONDITIONS AFFECTING MY ABILITY TO ENGAGE IN COMPETITIVE ACTIVITIES OR ACTIVITIES.

I have read and agree to be bound by the assumption of risks when engaged in competitive activities or activities: _____

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for the RELEASEES allowing me to use **Kin Gymnastics** facilities and equipment, and to participate in Competitive Activities or Activities, including but not limited to any associated gymnastics activities (herein referred to as the "Facilities"), and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I understand, acknowledge and agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS I have or may have in the future against THE RELEASEES and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death I may suffer, or that my next of kin may suffer resulting from either my use of or my presence on the Facilities and / or engagement in Competitive Activities or Activities DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER STANDARD OF CARE, INCLUDING ANY STANDARD OF CARE UNDER THE OCCUPIERS LIABILITY ACT, RSA 2000, c O-4 ON THE PART OF THE RELEASEES, AND ALSO INCLUDING BUT NOT LIMITED TO THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO IN THIS AGREEMENT;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property or personal injury to myself, my heirs, next of kin, executors, administrators, assigns and representatives, including but not limited to, all claims, actions, costs and expenses and demands in respect of death, injury, loss or damage to my person or property where and howsoever caused, arising out of, or in connection with my engagement in Competitive Activities or Activities and / or my use of the Facilities, notwithstanding any claims, actions, costs and expenses and demands may have been contributed to or occasioned by any act or failure to act, including, without limitation, negligence and gross negligence, of THE RELEASEES and / or anyone of its agents;

3. This Release and any rights, duties and obligations as between the parties to this Release shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction, and any litigation involving the parties to this Release shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta;

4. I further agree in the event I or my heirs, next of kin, executors, administrators, assigns and representatives, make or has made any claim against any other company or person in respect of any injuries, losses and damages, whether or not existing in the present time, to which the facts and circumstances and injuries and claims which are the subject matter of my use of the Facilities and / or engagement in the Competitive Activities or Activities is or may be found to be a contributing or a necessary cause ("New Claim") and the New Claim does or may result in a claim against the RELEASEES, or either of them, for contribution or indemnity, I and my heirs, next of kin, executors, administrators, assigns and representatives agree that:

- a) We will not seek to recover in the New Claim any portion of the injuries, losses and damages which I and my heirs, next of kin, executors, administrators, assigns and representatives claim in the New Claim which the court or any other tribunal adjudicating the New Claim may attribute or apportion to the fault of any of the RELEASEES and in particular and without limiting the generality of the foregoing, we will not seek to recover such portion of the injuries, losses and damages from any party in the New Claim; and
- b) We will at the first reasonable opportunity, advise the court or tribunal adjudicating the New Claim that we expressly waive and will not seek to recover any judgment or award against any party in the New Claim which would allow such persons to in turn claim contribution or indemnity against any of the RELEASEES pursuant to the Negligence Act, RSA 2000, c T-5 or any successor legislation or at common law or in contract.

5. I agree this Release will remain in force and effect, and apply to me and my heirs, executors, administrators, assigns and representatives without reservation whatsoever, regardless of whether I am engaged in Competitive Activities or Activities.

6. I agree this Release shall bind my heirs, executors, administrators, assigns and representatives in the event of my death or incapacity. I confirm I am at least eighteen years of age and I have had the opportunity to read this Release, and that I have read and understand this Release.

I have read and agree to be bound by release of liability, waiver of claims and indemnity agreement: _____

I FURTHER UNDERSTAND AND AGREE AS FOLLOWS:

I AM NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY THE RELEASEES WITH RESPECT TO THE SAFETY OF COMPETITIVE ACTIVITIES OR ACTIVITIES OTHER THAN WHAT IS WRITTEN IN THIS RELEASE.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES FOREVER.

Date: _____ Participant Name: _____

Participant Signature: _____
(Anyone over the age of 18)

Witness Name: _____

Witness Signature: _____

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