



# MINOR

Anyone under the age of 18

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**

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for the RELEASEES allowing me to use Kin Gymnastics's 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.

**We 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.

FOR PARTICIPANTS OF MINORITY AGE. I HEREBY CERTIFY THAT I, AS PARENT / GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT OF MINORITY AGE, DO CONSENT AND AGREE, TO HIS / HER RELEASE OF ALL THE RELEASEES, AND, FOR MYSELF, MY HEIRS, ASSIGNS, AND NEXT OF KIN, I RELEASE AND AGREE TO INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO THIS PARTICIPANT OF MINORITY AGE'S PARTICIPATION IN COMPETITIVE ACTIVITIES OR ACTIVITIES AND USE OF THE FACILITIES.

Date: \_\_\_\_\_ Participant Name: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Alberta Gymnastics Federation  
 207, 5800 2 Street SW, Calgary Alberta T2H 0H2  
 Tel: (403) 259.5500 Toll Free: 1.800.665.1010  
 www.abgym.ab.ca