

<p style="text-align: center;"><b>Westgate Mennonite Collegiate Fitness Centre</b> <b>Release of Liability Waiver, Assumption of Risks and Indemnity Form</b></p>
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I, \_\_\_\_\_ (“**Participant**” or “**I**”), am at least eighteen years old, or I am the parent or legal guardian (collectively, “**Parent**”) of the Participant who is under eighteen years of age (“**Minor Participant**”). I wish to access, use and enjoy the facilities and equipment located at the Westgate Mennonite Collegiate Fitness Centre (the “**Fitness Centre**”). I acknowledge that my use and enjoyment of the Fitness Centre and participation in any Activities (as defined below) related thereto is purely voluntary and is in no way mandated by Westgate Mennonite Collegiate.

In consideration of permission to access, use and enjoy the Fitness Centre or to participate in any Activities (as defined below) associated with the Fitness Centre or Westgate Mennonite Collegiate, I agree and acknowledge, for myself, or as the Parent on behalf of the Minor Participant, that:

1. I have participated in the mandatory equipment use and safety orientation session provided by Westgate Mennonite Collegiate, and I fully understand the instructions as to proper and safe use of the equipment and facilities at the Fitness Centre.
2. I am aware that ALL activities performed at the Fitness Centre, including, but not limited to: muscle strength and endurance training, cardiovascular conditioning and training, use of various pieces of exercise and fitness equipment, and all other various exercise and fitness activities (the “**Activities**”), may involve many inherent risks, dangers and hazards including, but not limited to heart attacks, strokes, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, injuries to knees or other joints of the body, injuries to the back or any other part of the body, heat prostration, or any other illness, soreness, minor or major injury that I may incur, including death (the “**Risks**”).
3. I am aware of the Risks associated with the use of the Fitness Centre and Activities performed at the Fitness Centre, and I freely accept and assume all such Risks and the possibility of personal injury, death, illness, disease and/or physical damage, property damage and loss resulting therefrom.
4. I am in good physical condition and do not suffer from any known disability, illness or condition which would impair, prevent or limit my participation in the Activities or use of the Fitness Centre in a safe manner.
5. I will comply with all rules imposed by Westgate Mennonite Collegiate regarding access, use and enjoyment of the Fitness Centre, including exercise and fitness equipment, and participation in the Activities (the “**Rules**”), and I will refrain from using any exercise and fitness equipment in a manner inconsistent with its intended design and purpose. I acknowledge that the failure to comply with all Rules will result in immediate termination of my access, use and enjoyment of the Fitness Centre and participation in all Activities associated with the Fitness Centre.
6. Westgate Mennonite Collegiate does not warrant that all exercise and fitness equipment at the Fitness Centre is safe and free of defects at all times.
7. I, for myself, or I, as the Parent on behalf of the Minor Participant, my respective heirs, legal representatives, executors, successors, administrators and assigns, release and forever discharge Westgate Mennonite Collegiate and the Westgate Mennonite Collegiate Board, including but not limited to its staff, Westgate Mennonite Collegiate Board members and all other employees of Westgate Mennonite Collegiate, its assigns, agents, insurers, or other representatives (the “**Releasees**”), from all liability, claims, causes of action, demands, losses, costs, expenses and damages that I have, or the Minor Participant has, or may in the future have, arising from or in any way relating to my, or the Minor Participant’s, access to, use and enjoyment of the Fitness Centre and participation in any Activities associated with the Fitness Centre, due to any cause whatsoever, including negligence, breach of any statutory or other duty of care, including any duty of care owed under any applicable legislation on the part of the Releasees, and any failure on the part of Releasees to safeguard or protect me from the Risks as outlined above.

8. I hereby hold harmless and indemnify Westgate Mennonite Collegiate from any and all liability for damage to property or personal injury to any third party resulting from the use and enjoyment of the Fitness Centre or participation in any of the Activities.

I acknowledge and confirm that I have had sufficient opportunity to read and fully understand this this document and have voluntarily executed it with full knowledge of its content. I understand that by signing this document, I am giving up important legal rights, including the right to sue.

\_\_\_\_\_  
Signature of Participant (if over 18)

\_\_\_\_\_  
Name of Participant/Minor Participant (Please Print)

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Name of Parent/Legal Guardian (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Witness (Please Print)