



St. Albert PUBLIC SCHOOLS

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

TO STUDENT AND STUDENT'S PARENT/GUARDIAN:

WARNING:

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

I am aware that the use of _____ Fitness Centre includes the potential use of
(school name)
equipment, including but not limited to: free weights, spinner bikes, ropes, elastic band equipment
and participation in activities such as yoga, pilates, aerobic activities, etc.

I am further aware that the use of any and all equipment in the Fitness Centre or participation in activities in
the Fitness Centre involves inherent risks, dangers and hazards, including, but not limited to:

- (a) neck and spinal injuries which may result in complete or partial paralysis, brain damage,
blindness;
- (b) injury to internal organs;
- (c) injury to bones, joints, ligaments, muscles tendons and other aspects of the muscular skeletal
system;
- (d) injury or impairment to other aspects of my body, general health and well-being; and
- (e) death.

I understand that the dangers and risks of using any and all equipment in the Fitness Centre or participation
in activities in the Fitness Centre include not only in serious physical injury to me/my child, but in a serious
impairment of my/my child's future abilities to earn a living, to engage in other business, social and
recreational activities.

Because of the inherent dangers of using any and all equipment in the Fitness Centre or participation in
activities in the Fitness Centre, I confirm that I am/my child is medically fit to use any and all of the
equipment in the Fitness Centre. Furthermore, I recognize the importance of following the teacher's
and/or the fitness coach's instructions regarding techniques, training and other rules, and I/my child agree(s)
to obey such instructions and rules.

I/my child agree(s) not to use any or all of the equipment in the Fitness Centre or participate in activities in the
Fitness Centre without the supervision of a teacher or the fitness coach.

I/my child freely accept(s) and assume(s) all such risks, dangers, hazards, and possibility of personal
injury, death, property damage or loss resulting therefrom.

I/my child agree to notify my/my child's physical education teacher and the fitness coach of any current and future injuries or medical conditions that may affect my/my child's risk of injury in using any or all of the equipment in the Fitness Centre or participation in activities in the Fitness Centre.

In consideration of the use of the Fitness Centre and equipment of The Board of Trustees of St. Albert Public Schools, I hereby agree as follows:

- (a) TO WAIVE ANY AND ALL CLAIMS of every nature and kind at law or in equity or under any statute that I have or may have in the future against the THE BOARD OF TRUSTEES OF ST. ALBERT PUBLIC SCHOOLS, its trustees, employees, agents, volunteers, representatives and independent contractors (hereinafter collectively referred to as the "School");
- (b) TO RELEASE THE School from any and all liability for any loss, damage, injury or expense that I or my child may suffer or that my next of kin or legal representatives may suffer as a result of my or my child's use of any or all of the equipment in the Fitness Centre or participation in activities in the Fitness Centre due to any cause whatsoever, including negligence on the part of the School;
- (c) TO HOLD HARMLESS (which means to assume liability inherent in a situation, thereby relieving the other party of responsibility) the School from any and all liability for any property damage, personal injury to any third party or other financial loss or expense, including legal expenses and costs resulting from the use of any and all of the equipment in the Fitness Centre or participation in activities in the Fitness Centre; and
- (d) THAT this Agreement will be effective and binding upon me, my heirs, next of kin, executors, administrators and assigns.

Date Signed

Student Signature

Witness

PRINT NAME:

Student Name

Witness Name

FOR STUDENT'S PARENT/GUARDIAN:

This is to certify that I, as parent/guardian with legal responsibility for the Student who has signed above, do consent and hereby agree to his/her release and waiver as provided in this Agreement.

Date Signed

**Parent/Guardian
Signature**

Witness

PRINT NAME:

Parent/Guardian

Witness Name