WAIVER, RELEASE AND INDEMNITY

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS, SO READ IT CAREFULLY

Every person MUST read and understand this waiver before participating in Activities as defined below.

The following **waiver of all claims, release from all liability, assumption of all risks** and other terms of this agreement are entered into by me, X_____, (the "Member") with and for the benefit of the Windsor Brazilian Jiu-Jitsu Martial Arts Academy, its directors, officers, employees, volunteers, coaches, officials, business operators, agents, and site property owners or Occupiers (collectively referred to as the "Organization"). Occupiers are defined in accordance with the definition of Occupiers contained in the *Occupier's Liability Act*.

1. "Activities" include, but are not limited to, sports, fitness, functions, instruction, use of the facilities, participation in programs, and services provided to the Member by the Organization.

2. I am aware that there are inherent and significant risks ("Risks") associated with participation in the Activities. I am aware that those Risks include, but are not limited to, the potential for **serious personal injury** caused by any event or any condition of the facility or equipment and health risks. I understand the risks may be relative to my own state of fitness and health (physical, mental and emotional), and to the awareness, care and skill with which I conduct myself while participating in the Activities.

3. I freely accept and fully assume all responsibility for all Risks and possibilities of **personal injury, death, property damage or loss** resulting from my participation in the Activities. I agree that although the Organization has taken steps to reduce the Risks and increase safety of the Activities, it is not possible for the Organization to make the Activities completely safe. I accept these Risks and agree to the terms of this waiver even if the Organization is found to be **negligent** or in **breach of any duty of care** or any obligation to me in my participation in the Activities.

4. I understand that all applicable rules for participation must be followed and that **sole responsibility for my personal safety remains with me**, including my physical and emotional fitness to participate in the Activities.

5. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition or if, at any time during the Activities, I feel unable or unfit to safely continue for whatever reason.

6. I give a **full release and waiver of liability and all claims** that I have or may have in the future against the Organization from all liability for any injury or expense that I may suffer as a result of my participation in the Activities due to any cause whatsoever, including the forms of negligence referenced in paragraph 3 above, or from any breach of contract or statutory duty or other duty of care.

7. I agree **not to sue** and I further agree **to indemnify and save harmless** the Organization from all expenses, fees, liability or damage award or cost of any type whatsoever arising from my participation in the Activities.

8. I agree that this waiver and all terms contained within are governed by the laws of the Province of Ontario.

9. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety and have agreed to the terms freely and voluntarily.

I HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY. I am aware that by signing this agreement I am waiving substantial legal rights (on my behalf and on behalf of my heirs, executors, administrators and next of kin), including the giving up of my right to sue.

Dated this ___ day of _____, 2____

_____ _____

MEMBER WITNESS

<u>Parental Consent for Minor Participant and Indemnity Agreement</u>

I, _____, have read and understood the above waiver, release and indemnity and have discussed the same with the minor person signing above. I am satisfied the said minor understands the waiver and release and his/her obligations as set out. In consideration of the participation of my minor child/ward, I too agree to waive, release and indemnify the Organization in the terms set out above.

I am aware that by signing this agreement I am waiving substantial legal rights, which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against the Organization.

Dated this ___ day of _____, 2_____

_____ _____

PARENT/GUARDIAN WITNESS