

Institutional Compliance
403.320.3361
compliance@lethbridgecollege.ca
3000 College Dr S, Lethbridge, AB T1K 1L6



Fitness Indemnity Agreement

PRIVACY NOTICE: The personal information requested on this form is collected under subsection 33(c) of Alberta's *Freedom of Information and Protection of Privacy Act* for the purpose of documenting your agreement to the terms of the indemnity agreement. It may be disclosed to external agencies, and used by the college and external agencies, for this purpose or for a consistent purpose. If you have a question about the collection, disclosure, use or protection of this information, please contact the college's Manager of Institutional Compliance by phoning (403) 320-3202 ext. 5703, emailing privacy@lethbridgecollege.ca, or writing to 3000 College Dr S, Lethbridge, Alberta T1K 1L6 c/o Manager of Institutional Compliance.

What this form is for: This form is to be completed by the parent or legal guardian of everyone who is under 18 years old and uses college fitness facilities or receives fitness training from the college.

Instructions: Provide the completed form to Recreation Services. If you have questions about this form, do not sign it; instead, contact Institutional Compliance. College employees administering this form should refer to the Guidelines for Administering Waivers and Indemnity Agreements.

Retention: This form is to be stored by Recreation Services for 10 years from the date of signature.

Participant and parent / legal guardian	
Participant's first and last name	Participant's employee or student ID (if applicable)
Parent / legal guardian's first and last name	
Parent / legal guardian's phone number	Parent / legal guardian's email address
Parent / legal guardian's current address (e.g. 3000 College Dr S, Lethbridge, AB)	

**THIS ACKNOWLEDGMENT OF RISKS AND INDEMNITY AGREEMENT IS A LEGAL DOCUMENT.
READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU UNDERSTAND WHAT IT MEANS.**

ACKNOWLEDGMENT OF RISKS

I understand that, by allowing my child to use college fitness facilities or receive fitness training from the college, I am exposing my child to the following risks, among others that are not listed here, including risks that may not be foreseeable at this time, and I have explained all of these risks to my child:

- death or personal injury, including but not limited to bruises, scrapes, cuts, strains, sprains, cramps, dislocations, fractures, broken bones, concussions, traumatic brain injuries, and paralysis, resulting from overextension, overexertion, the misuse of equipment by my child or others, the failure or malfunctioning of equipment, collision with other people or objects, or any other cause whatsoever
- an increased load on the heart that may result in dizziness, shortness of breath, fainting, chest pain or discomfort, nausea, and, in extreme cases, heart attack or death
- loss or damage of personal property by any means, such as theft, vandalism, fire or water damage, even if such property is stored in a locked locker

INDEMNITY AGREEMENT

In consideration of The Board of Governors of Lethbridge College allowing my child to use college fitness facilities or receive fitness training from the college (the "Activity"), I agree (*initial next to each statement – "X"s and checkmarks will not be accepted*):

_____ **TO HOLD HARMLESS, RELEASE, AND INDEMNIFY** The Board of Governors of Lethbridge College, its members, governors, directors, officers, employees, contractors, volunteers, agents, and students (collectively, the "Releasees") from any and all liability for any loss, damage, injury or expense that I, my child, or any third party may suffer arising out of the Activity, due to any cause whatsoever, including but not limited to **NEGLIGENCE, BREACH OF CONTRACT, AND BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE.**

_____ Without limiting the previous sentence, I agree that an appropriate Releasee may obtain urgent medical assistance for my child, without any additional prior notification to me, if that Releasee deems it advisable for my child's wellbeing, and that I will indemnify the Releasees for any related expenses.

I further agree that this agreement shall be binding upon my heirs, next of kin, executors, administrators and assigns in the event of my incapacity or death. This agreement shall be governed by, interpreted and construed in accordance with the laws in force in Alberta and the courts of Alberta shall have exclusive jurisdiction over all claims, disputes, and actions arising out of this agreement or the Activity. **I AM THE PARENT OR LEGAL GUARDIAN OF THE CHILD. IN SIGNING THIS AGREEMENT, I AM NOT RELYING ON ANY ORAL OR WRITTEN STATEMENTS OR REPRESENTATIONS MADE BY THE RELEASEES APART FROM THIS AGREEMENT. I HAVE HAD ADEQUATE OPPORTUNITY TO CONSIDER THIS AGREEMENT AND ASK QUESTIONS ABOUT IT. I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AM ENTERING INTO IT FREELY AND VOLUNTARILY.**

Parent / legal guardian's signature

Witness's signature

Date witnessed (YYYY/MM/DD)

Witness's name (print)