

Institutional Compliance

403.320.3361

compliance@lethbridgecollege.ca

3000 College Dr S, Lethbridge, AB T1K 1L6



Fitness Waiver

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 waiver and collecting emergency contact information. 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 everyone who is at least 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	
First and last name	Employee or student ID (if applicable)
Phone number	Email address
Current address (e.g. 3000 College Dr S, Lethbridge, AB)	
Emergency contact first and last name	Emergency contact relationship to me
Emergency contact phone number 1 (required)	Emergency contact phone number 2 (optional)

THIS ASSUMPTION OF RISKS, WAIVER OF CLAIMS, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT IS A LEGAL DOCUMENT. BY SIGNING IT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COLLEGE. READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU UNDERSTAND WHAT IT MEANS.

ASSUMPTION OF RISKS

I understand that, by using college fitness facilities or receiving fitness training from the college, I am exposing myself to the following risks, among others that are not listed here, including risks that may not be foreseeable at this time, and I freely accept and fully assume all of these risks:

- death or personal injury, including but not limited to bruises, scrapes, cuts, strains, sprains, cramps, dislocations, fractures, broken bones, concussions, traumatic brain injuries, and paralysation, resulting from overextension, overexertion, the misuse of equipment by myself 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

WAIVER OF CLAIMS, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

In consideration of The Board of Governors of Lethbridge College allowing me 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 WAIVE ANY AND ALL CLAIMS** that I or my heirs, next of kin, executors, administrators or assigns (collectively, the "Releasors") have or may have in the future against The Board of Governors of Lethbridge College, its members, governors, directors, officers, employees, contractors, volunteers, agents or students (collectively, the "Releasees") arising out of the Activity;

_____ **TO HOLD HARMLESS, RELEASE, AND INDEMNIFY THE RELEASEES** from any and all liability for any loss, damage, injury or expense that I 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.**

I further agree that this agreement shall be binding upon the Releasors even 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 AT LEAST 18 YEARS OLD. 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.**

Participant's signature

Witness's signature

Date witnessed (YYYY/MM/DD)

Witness's name (print)