



WAIVER AND PAR-Q

BY ACCEPTING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!

TO: Synergy Strength and Conditioning, directors, owners, volunteers, employees, trainers, instructors, agents, independent contractors, servants, representatives, successors and assigns (collectively "SYNERGY")

DEFINITIONS

In this Agreement the term "training programs" shall include all activities, programs, events, classes, and services provided, sponsored or organized by SYNERGY including but not limited to: fitness classes; personal training; weight training; use of strength training and fitness conditioning equipment, machines and facilities; nutritional and dietary programs; health, wellness and fitness assessments; orientation or instructional sessions or lessons; and all other such related activities.

ASSUMPTION OF RISKS

I am aware that my participation in training programs involves many risks, dangers and hazards, which could result in damage, loss, physical injury or death to me. Some of these risks, dangers and hazards include, but are not limited to:

- a) Health: overexertion, dehydration, fatigue, lack of fitness or conditioning.
- b) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, equipment or persons.
- c) Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by SYNERGY to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability.
- d) Advice: negligent advice regarding training programs.
- e) My conduct and conduct of other persons: I acknowledge that such conduct, including my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF SYNERGY, may increase the risk of damage, loss, personal injury or death. I understand that SYNERGY may fail to safeguard or protect me from the risks dangers and hazards of training programs, some of which are referred to above.

And, I do hereby further acknowledge and agree:

- a) When it is provided I will follow the instructions and directions of SYNERGY during training programs;
- b) I am participating in training programs at a facility that allows me access at any time. As such, I am aware that there will be no supervision or assistance. I am also aware that if I am injured, become unconscious, suffer a stroke or heart attack that there will likely be no one to respond to my emergency and that this facility has no duty to provide assistance to me. Even though this facility is equipped with emergency telephone and video recording cameras it is likely that should I require immediate assistance none will be provided.
- c) I will honestly represent my level of fitness, health, nutrition, use of medication, medical history, and current physical, mental, and medical condition to SYNERGY;
- d) If I answer "yes" to one or more questions on the PAR-Q, I will consult with my physician prior to commencing athletic activities with SYNERGY.
- e) I consent to receive first aid and medical treatment by SYNERGY in the event of an accident, injury or illness during athletic activity.
- f) If I have provided medication to SYNERGY, I consent to receive medication and I consent to SYNERGY administering medication when I receive it.
- g) SYNERGY may videotape, audiotape, or photograph me for instructional and promotional purposes without payment of any kind to me and without further notice to me or permission from me;
- h) I understand that having my child(ren) along while using SYNERGY facilities, participating in or watching SYNERGY activities, or being present on SYNERGY's premises, is at my own risk.

Despite the risks, dangers and hazards of training programs, and fully understanding such risks, dangers and hazards, I wish to participate in training programs with SYNERGY, and I FREELY ACCEPT AND FULLY ASSUME all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting there from.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of SYNERGY allowing me to participate in training programs and permitting my use of their equipment, facilities and services, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Synergy Strength and Conditioning and their owners, volunteers, employees, trainers, instructors, agents, independent contractors, servants, representatives, successors and assigns (all of whom are hereinafter referred to as the "RELEASEES") AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next-of-kin may suffer as a result of my participation in training programs DUE TO ANY CAUSE WHATSOEVER, including but not limited to:

- a) negligence on the part of THE RELEASEES;
- b) breach of contract by THE RELEASEES;
- c) breach of warranty on the part of THE RELEASEES in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;



SYNERGY
Strength and Conditioning
HOME OF 

Synergy Strength. CrossFit Saskatoon.

#4 – 420 Lauriston Street
P.O. Box 37028 North Park RPO
Saskatoon, SK S7K 8J2
Phone: (306) 979-9348
Email: info@synergystrength.ca
Web: www.synergystrength.ca

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- d) breach of any statutory or other duty of care including any duty of care owed under the Occupiers Liability Act, R.S.B.C. 1996, c. 337, on the part of THE RELEASEES; and
- e) the failure on the part of THE RELEASEES to safeguard or protect me from the risks, dangers and hazards of training programs, some of which are referred to in the Assumption of Risks section of this Agreement.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in training programs.
3. This Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

INSURANCE: I am aware that SYNERGY do not provide me with any disability, accident, liability or medical insurance or compensation, should I become injured or cause personal injury or property damage to any third party while participating in training programs.

JURISDICTION: This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Saskatchewan, and I agree to attorn solely to the jurisdiction of the Courts of the Province of Saskatchewan. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Saskatchewan and shall be within the exclusive jurisdiction of the Courts of the Province of Saskatchewan.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the releasees with respect to the safety of training programs other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO ACCEPTING IT, AND I AM AWARE THAT BY ACCEPTING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

FOR PARTICIPANTS NOT THE FULL AGE OF EIGHTEEN (18) YEARS, I CONFIRM THAT I AM THE LEGAL PARENT OR GUARDIAN OF THE PARTICIPANT, I AM THE FULL AGE OF EIGHTEEN (18) YEARS AND I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO ACCEPTING IT, AND I AM AWARE THAT BY ACCEPTING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I CONFIRM THAT I HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT.