



# BREATHE PARKOUR

## RELEASE, WAIVER, INDEMNITY AND ASSUMPTION OF RISK

(the "Agreement") \*\* WARNING: BY SIGNING THIS WAIVER, YOU WAIVE IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE \*\*

Participant's Name: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

City: \_\_\_\_\_ Prov.: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

Postal Code: \_\_\_\_\_

How did you hear about Breathe Parkour?

Gender: M / F DOB: \_\_\_\_\_ Age: \_\_\_\_\_

Google Facebook Birthday Event

Phone Number: \_\_\_\_\_

Another Client: \_\_\_\_\_ Other: \_\_\_\_\_

Email: \_\_\_\_\_

Sign me up for Breathe Parkour Newsletter: YES / NO

IN CONSIDERATION of Breathe Parkour allowing the Participant to participate in any and all activities of every nature or kind as may be made available to me by Breathe Parkour, including techniques utilized in parkour, freerunning, breaking, acrobatics, martial arts, strength and conditioning, and all related activities (collectively, the "Activities"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, agree as follows:

### DEFINED TERMS

1. Any reference to:

- (a) "I" or "me" means myself, the Participant, and our respective heirs, next of kin, executors, personal representatives, administrators, insurers, successors, assigns, and anyone acting in any capacity on their behalf; and
- (b) "Breathe Parkour" means Breathe Parkour, as a trade name of BPK Industries Inc., and each of its subsidiaries, affiliates, agents, directors, officers, shareholders, partners, employees, contractors, volunteers, and representatives.

### ASSUMPTION OF RISKS

- 2. I acknowledge, understand, recognize and fully accept that the Activities may include and involve many risks or hazards, and may take place where conditions are variable and unpredictable and can change without notice, affecting the safety of any participant, including me, and could result in serious personal injury, illness, death, loss or damage to property, or mental distress (including anxiety or embarrassment). The risks and hazards include:
  - (a) Overusing, exerting, or stretching muscles, or strenuous cardiovascular workouts;
  - (b) Vigorous physical exertion, rapid movement, and quick turns and stops;
  - (c) Falling due to slips, trips, or uneven, slippery or irregular terrain or surfaces;
  - (d) Contact, colliding or being struck by other individuals or objects;
  - (e) Mechanical failure of any equipment or object;
  - (f) Activities of other participants, observers, or other persons.
- 3. Despite these risks and hazards, I freely, fully and unconditionally acknowledge, assume and accept all such risks and hazards associated with the Activities, whether known or unknown and howsoever caused, even if the risks, hazards, damages or losses to me arise from Breathe Parkour's negligence, gross negligence, wilful act or omission, breach of contract, or breach of any statutory, regulatory, or other duty of care.

## RELEASE AND WAIVER OF LIABILITY

4. I release Breathe Parkour and waive all liability of Breathe Parkour of and from any and all claims, costs, demands, damages, debts, dues, bonds, covenants, contracts, expenses, actions and causes of action, whether in law or in equity, whether direct, indirect or consequential, and by reason of any cause whatsoever, including negligence, gross negligence, breach of contract or breach of any statutory, regulatory or other duty of care (collectively, "Claims"), in respect of any death, injury, loss or damage to my person or property of whatever kind and howsoever caused (collectively, "Loss and Damage"), arising from or relating in any way to the Activities, whether as a spectator, participant, or otherwise.
5. I acknowledge and agree that my image or likeness may be recorded during my activities at Breathe Parkour and that such images or likenesses may be used in advertising or for other purposes now or in the future in either static image or video form.

## AGREEMENT NOT TO SUE

6. I promise and covenant not to make any Claims or pursue any proceedings against Breathe Parkour, or any natural person, corporation or other legal entity that might claim contribution or indemnity against Breathe Parkour, whether under the provisions of any statute or otherwise, with respect to any issue arising from or relating in any way to my participation in the Activities, whether as a spectator, participant, or otherwise, notwithstanding that either or both of the Claims and the Loss and Damage may have been caused, contributed to or occasioned by the acts, omissions or other conduct of any of Breathe Parkour.

## INDEMNITY

7. I promise and undertake to indemnify, hold and save harmless Breathe Parkour, and each of them, from and against any and all liability, leases, damages, fines, costs or penalties that Breathe Parkour may incur due to any claim made against it arising from or relating in any way to my participation in Activities, whether as a spectator, participant, or otherwise, notwithstanding that such liability may have been caused, contributed to or occasioned by the acts, omissions or other conduct of any of Breathe Parkour.

## CHOICE OF LAW AND JURISDICTION

8. I agree that this agreement shall be governed by and interpreted in accordance with the applicable laws of Alberta. I irrevocably attorn to the exclusive jurisdiction of the Courts of Alberta, Judicial Centre of Calgary, concerning any matter that may arise in relation to this agreement.

## PARTICIPANT IS A MINOR

9. I declare that I am the parent or legal guardian of the Participant and I agree to the terms and conditions of this Agreement on behalf of and for the Participant.

By signing this form, I acknowledge having read, understood and voluntarily agreed to the entirety of this agreement. I further acknowledge that no oral statements, representations or inducements have been made by Breathe Parkour in respect of my participation in Activities or in respect of the signing of this Waiver. I further agree that this Waiver is intended to be as broad and inclusive as is permitted by law and that if any portion of it is held to be invalid, the remainder of it shall nevertheless be effective and binding. I understand that I am giving up legal rights by signing this agreement, which is intended to be a full and final release and waiver.

**Name of Participant:**

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**Name of Parent/Guardian (if applicable):**

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**Date:** 

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**Signature:** 

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