

By signing the Terms of Service, you agree to accept the legal obligations and give up important legal rights, including the right to sue.

**Terms and Conditions:**

This Release Agreement applies to the use of all facilities, premises and equipment and participation in all activities, programs, services or events mentioned in Terms of Services, or the Top 90 Sports and Performance website, or any/all related advertising, including all participation in activity classes, fitness programs, practice sessions or social activities and all other related activities (all of which are hereinafter collectively referred to as the “Programs”)

**DISCLAIMER**

I acknowledge that Top 90 Sports and Performance and its officers, directors, agents, contractors, employees, coaches, instructors, trainers, volunteers, members and representatives, (all hereafter collectively referred to as “Top 90”), are not responsible for any injury, loss or damage of any kind sustained by any person while registered and/or participating in any and all Programs; including injury, loss or damage which might be caused by the negligence of Top 90.

**ASSUMPTION OF RISKS**

In consideration of participation in any and all Programs, I acknowledge that I am aware of, and freely accept all risks, dangers and hazards associated with being a participant in the Programs, including the risk of severe or fatal injury to myself or others. These risks include, but are not limited to:

- A. all manner of injuries resulting in muscular and soft tissue damage including bruises, scrapes and cuts, that arise from executing strenuous and demanding physical techniques, contact with other participants and failure in proper use of equipment either by myself and/or other participants;
- B. all manner of injuries resulting in sprains, dislocations, concussions, broken bones, heart attack, stroke, spinal injury and/or tendonitis;
- C. all manner of head, facial, eye and/or dental injuries;
- D. all manner of medical problems resulting from heat exhaustion, dehydration, asthma, communicable diseases, skin rashes, cramps, chemical poisoning, and/or lack of fitness or conditioning as well as any medical problem or injury resulting from exposure to weather conditions, allergens, noxious gases, electrocution, or drowning;
- E. risks that are associated with increased fatigue due to participation;
- F. all manner of injuries and/or death that could result from a physical confrontation whether caused by myself or someone else;
- G. all manner of injuries and/or death that may result from collision with other participants whether in water, on foot, on bikes, or within motor vehicles and/or buses;
- H. all manner of injuries and/or death that may result from any equipment deployed in the Programs including, without limitation, loss or injury arising from the use, misuse, malfunction or breakdown of any equipment;
- I. negligence on the part of Top 90, including the failure by Top 90 to safeguard or protect me from the risks referred to above or any other risk arising from the Programs.
- J. Potential exposure to infectious & communicable disease, including but not limited to COVID-19.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

In consideration of Top 90 allowing me to participate in the Programs, I agree:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Top 90 arising out of any aspect of my participation in the Programs and TO RELEASE TOP 90 from any and all liability resulting from any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer during my participation in the Programs, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AS WELL AS ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT (ALBERTA), ON THE PART OF TOP 90;
2. TO HOLD HARMLESS AND INDEMNIFY TOP 90:
  - a) from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation in the Programs;
  - b) from any and all claims, demands, actions and costs which might arise out of my participating in the Programs, even though such claims, demands, actions and costs may have been caused by the negligence of Top 90.

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This Release Agreement shall be governed and interpreted in accordance with the laws of the Province of Alberta

**ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT before signing it, that I have executed this Release Agreement voluntarily, and that this Release Agreement is to be binding upon myself, my heirs, executors, administrators and representatives. Further, I acknowledge and agree:

1. I will follow all guidelines for infection prevention and control as instructed, including social distancing, hand hygiene, and wearing personal protective equipment (eg. gloves, masks) to protect myself against COVID-19 and other communicable diseases.
2. I will follow health authority self-isolation guidelines and stay home if I feel ill.

SIGNED THIS DATE (MM/DD/YYYY): \_\_\_\_\_, at Edmonton, Alberta.

Signature of participant (or guardian if under 18) \_\_\_\_\_

Printed Name of Participant (or guardian if under 18) \_\_\_\_\_

Signature of Witness \_\_\_\_\_

Printed Name of Witness \_\_\_\_\_