**ASSUMPTION OF RISK, WAIVER OF CLAIMS, AND RELEASE OF LIABILITY AGREEMENT**

**---- LEGAL AGREEMENT ----**

In order to use and train at 4342 W Shr Pkwy #114, Victoria, BC, V9A 5S9 (dba: **Invictus Westshore** and herein referred to as “Invictus Westshore”) currently being operated by Alexander Erwin, you must first sign this general liability waiver. This Agreement must be signed by the Participant prior to participation. The Participant acknowledges and agrees to the terms outlined in this document.

*BY SIGNING THIS DOCUMENT, YOU AGREE TO ASSUME RISKS AND TO WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT, ILLNESS OR INJURY. PLEASE READ THIS DOCUMENT CAREFULLY AND IN ITS ENTIRETY.

THIS IS A BINDING LEGAL AGREEMENT. CLARIFY ANY QUESTIONS OR CONCERNS BEFORE SIGNING.*

***Legal Agreement Acceptance\*: Please Initial:***

**---- ACTIVITIES ----**

The Participant is voluntarily participating in an activity at Invictus Westshore, and/or the spectating, orientation, instruction, activities, events, programs, and services (collectively the “Activities”) held at 4342 W Shr Pkwy #114, Victoria, BC, V9A 5S9. The Activities may include but are not limited to including events, training, instruction, personal or strength training, dry land training, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs, social events, meetings, celebrations and gatherings of varying types.

Invictus HQ North and their respective directors, officers, volunteers, participants, agents, owners/operators of the facilities in which the Activities take place, and representatives (collectively the “Organization”, including its owner, Alexander Erwin) are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during or as a result of the Activities and/or, when the Participant is the age of majority or older, when caused by the negligence of the Organization, except in cases of gross negligence or willful misconduct by the Organization.

The Participant understands that the Activities will include but are not limited to Jiu Jitsu training, grappling, throwing, joint manipulation, pressure points, strangulation, Choking, Wrestling and weapon retention techniques that involve training equipment. The activities involve, at times, high cardiovascular, anaerobic and aerobic work outs.

***Activities Acceptance\*: Please Initial***

**---- RISKS ----**

The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis, and loss of life. These risks include:

***Health:*** executing strenuous and demanding physical techniques; physical exertion; overexertion; stretching; dehydration; fatigue; cardiovascular workouts; rapid movements; lack of fitness or conditioning; traumatic injury; sprains and fractures, spinal cord injuries, bacterial infections; rashes; and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof

**Premises:** defective, dangerous or unsafe condition of the facilities; falls; collisions with objects or barriers that are a part of the premises; dangerous, unsafe, or irregular conditions on the mat, floor or other surface; and travel to and from the premises

**Use of equipment:** mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of, or the failure by, the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to wear safety or protective equipment; and failure to use or operate equipment within the Participant’s own ability

**Contact:** contact with participants, sports equipment, or other persons; and other contact that may lead to serious bodily injury, including but not limited to concussions and/or other brain injury or serious spinal injury, broken bones, or soft tissue damage.

**Advice:** negligent advice regarding the Activities

**Ability:** failing to act safely or within the Participant’s own ability or within designated areas

**Sport:** Sport or physical activities, and their inherent risks, including but not limited to striking objects or individuals with parts of the body; collisions with the wall, floor, other students, or instructors; tumbling, falling, or being thrown to the floor; and executing strenuous and demanding self-defence escapes and other physical techniques including grappling and wrestling

**Conduct:** the Participant’s conduct and conduct of other persons including any physical altercation between participants

**Travel:** travel to and from the Activities

***Risk Acceptance\*: Please Initial:***

**---- NEGLIGENCE ----**

The Organization may be negligent, which may include failure by the Organization to take reasonable steps to safeguard or protect the Participant from the risks, dangers and hazards associated with participation in the Activities.

***Negligence Acceptance\*:******Please Initial:***

**---- TERMS ----**

In consideration of the Organization allowing the Participant to participate in the Activities, the Participant agrees:

a)That the Participant is not relying on any oral or written statements made by the Organization or their agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities

b)That when the Participant practices or trains in their own space and pace, the Participant is responsible for the Participant’s surroundings

c)That the Participant’s mental and physical condition is appropriate to participate in the Activities and the Participant assumes all risks related to the Participant’s mental and physical condition

d)To comply with the rules and regulations for participation in the Activities

e)To comply with the rules of the facility or equipment

f)That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and immediately bring their observations to a representative of the Organization

g)The risks associated with the Activities are increased when the Participant is impaired and the Participant will not participate if impaired in any way

h)That it is the Participant’s sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, the Participant acknowledges and accepts the suitability and conditions of the Activity

i) That participation in group activities carries an inherent risk of exposure to communicable diseases. The Organization commits to following current public health guidelines regarding communicable diseases, and the Participant agrees to comply with all related safety protocols implemented by the Organization.

j)That the Participant is responsible for choosing the Participant’s safety or protective equipment and the secure fitting of that equipment

**Terms Acceptance\*** ***Please Initial:***

---- SAFETY MEASURES ----

The Organization has staff trained in basic first aid protocols. In case of injury, staff will respond according to standard first aid procedures and contact emergency services when necessary. However, this does not alter the assumption of risk described herein.

**---- DISCLAIMER ----**

The Participant assumes risks arising out of, associated with, or related to the inherent risks of martial arts and fitness activities as described herein, and waives claims related to these inherent risks against the Organization, provided the Organization has taken reasonable measures to minimize unnecessary risks.. The Participant, when the age of majority or older, accepts and fully assumes all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from participation in the Activities.

The Participant indemnifies and releases the Organization from liability for injuries, damages, or losses resulting from the inherent risks of martial arts activities and ordinary negligence, but not from gross negligence or willful misconduct. This specifically includes claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, judgments, and costs (including legal fees) which arise out of or relate to participation in the Activities. The Participant acknowledges that martial arts and fitness activities involve inherent risks that are described in this document and voluntarily chooses to accept those risks.

The Participant acknowledges that they have read and understand this Agreement, that they have executed this Agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. They further acknowledge that by signing this Agreement they have waived their right to maintain a lawsuit against the Organization on the basis of any claims from which they have released herein.

When the Participant is younger than the age of majority, the undersigned acknowledges and agrees that they are a parent/guardian of the Participant and have full legal responsibility for the decisions of the Participant.

**Acknowledgment\* *Please Initial:***

By typing your name below and submitting this form via email to invictuswestshore@gmail.com , you are providing your electronic signature which will be time-stamped upon receipt and will serve as your acknowledgment and agreement to all terms herein, pursuant to the Electronic Transactions Act of British Columbia.

|  |  |
| --- | --- |
| Today’s Date:  |  |
| Name:  |  |
| Date of Birth: |  |
| Phone Number: |  |
| Email: |  |
| Emergency Contact Name: |  |
| Emergency Contact Phone Number: |  |