

## FUN 4 KIDS STUDIO

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN RIGHTS TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT  
PLEASE READ CAREFULLY!**

\_\_\_\_\_  
Signature of Participant or Parent or Legal Guardian

To: FUN 4 KIDS STUDIO and their directors, officers, employees, agents, guides, independent contractors, subcontractors, sponsors, assigns and representatives (all of whom are hereinafter referred to as "the RELEASEES")

DEFINITION THE RELEASEES' programs include, but are not limited to, Yoga, Gymnastics, Karate, after school programs, birthday party rentals, program camps, etc.

In this Agreement, the term "activities and programs" shall include but is not limited to: physical movements, exercising, body exertion and the use of studio equipment to practice gymnastics skill building. The equipment can include but not limited to: gymnastics, bars, climbing structures, trampolines, balance beams, balance boards, etc. The use of such equipment can result in accident, physical injury and even death. Taking part in the above activities/programs will be entirely at your own risk. .

### **ASSUMPTION OF RISKS**

I understand that the Releasees' programs involve unknown or unanticipated hazards and risks, not all of which can be listed here. Among the more obvious and frequent are:

1. Accidents, physical injury and even death occurring while taking part in body exertion, strenuous movements and while using any equipment present at the Fun 4 Kinds Studio (gymnastics bars, balance beams, skill mats, trampolines, etc.).
2. Falling or shifting objects/equipment may cause injury or death.
3. Medical problems arising from taking part in the studio's programs.
4. Scrapes, bruises, fractures, broken bones and other injuries sustained during physical activity.
5. Accidents, injury and even death occurring during your own risk birthday party rentals.

WE ARE NOT RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY PERSONAL PROPERTY.

NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFE GUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SUCH ACTIVITIES.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

## **NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID**

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

\_\_\_\_\_  
Initials of Participant

## **FUN4KIDS STUDIO RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees accepting me/my child for any of the Releasees' programs or activities, I agree to this release of claims and waiver of liability as follows:

1. **I WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **THE RELEASEES** from any and all liability to the fullest extent permitted by law for any loss, damage, expense or injury including death that I (or my child) may suffer, or that my next of kin may suffer, as a result of my or child's participation in any activities offered by the Releasee **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIERS' LIABILITY LEGISLATION IN THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**
2. I am not relying on any oral or written statements made by the Releasees or their agents, whether in brochures, advertisements or in individual conversations to lead me (or my child) to become involved in its activities on any basis other than my assumption of the risks involved.
3. I accept all of the risks and the possibility of death, personal injury, property damage and loss resulting from my or my child's involvement with the activities I am taking with the Releasees.
4. I certify that I am (or my child is) physically capable and fit to participate in this activity.
5. I confirm that I am nineteen years of age or older.
6. I confirm that I assign my child's teacher as my child's guardian during my child's participation in any activities in the absence of my presence.
7. I confirm that I have read over this agreement before signing, that I understand it, and that it will be binding not only on me but also on my heirs, my next of kin, my executors, administrators and assigns.
8. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador and I agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this agreement shall be instituted in Newfoundland and Labrador and nowhere else.
9. I **HEREBY A AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from my and all liability to the fullest extent permitted by law for any property damages or personal injury to any third party resulting from my (or my child's participation in activities offered by it.

**I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT AND I AM AWARE THAT BY SIGNING 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.**

\_\_\_\_\_  
Signature of Participant or Parent or Legal Guardian

Witness

\_\_\_\_\_  
Printed Name Printed Name of Participant or Parent or Legal Guardian

Witness's

\_\_\_\_\_  
Name of Participant under the age of 19

Date Printed

PARTICIPANT'S EMERGENCY CONTACT:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_