



TOWN OF HANNA – FITNESS CENTRE

MEMBERSHIP COVENANT and WAIVER & RELEASE OF LIABILITY

Note: Please read in full before signing. Consent to use the following premises and participate in the following activities is conditional upon signing this Membership Covenant and Waiver & Release of Liability.

In consideration of the Town of Hanna Fitness Center (the “Town”) providing a membership to the Participant noted below and permitting the Participant to access and use, in any way, the fitness facilities and equipment of the Town (including, but not necessarily limited to, the gym facilities located at the Hanna Regional Community Services Centre) (the “Premises”) and/or to participate, in any way, in activities at the Premises (the “Activities”), the undersigned Participant acknowledges, appreciates and agrees as follows:

1. The Participant shall strictly abide by all policies, rules and directions posted by the Town at the Premises.
2. The Participant understands and accepts that the Premises are to be used by members of the Hanna Fitness Centre only. In the event that the Participant facilitates the use of the Premises by a non-member (i.e. granting access to a non-member by lending them their key card), the Participant shall have their membership terminated immediately.
3. The Participant understands and accepts that the Premises may not be staffed by the Town. That being the case, the Participant understands that the Premises will be under video surveillance for security and enforcement purposes. The Participant consents to having their likeness and activities at the Premises recorded for these purposes.
4. The Participant agrees to use the equipment at the Premises for its intended purpose only and for no other purposes.
5. The Participant confirms that the Town has advised the Participant of the availability of training for the equipment and Activities at the Premises.
6. The Participant confirms that the Town has advised/recommended to the Participant that they consult with their physician prior to commencing the Activities at the Premises.
7. The Participant confirms that they are adequately qualified and skilled, and have the requisite knowledge and experience to participate in the Activities;
8. The Participant understands and accepts that the Activities involve risks and dangers to the Participant’s personal property (i.e. theft by other Participants, or otherwise) (the “Property Risks”);
9. **The Participant understands and accepts that the Activities (especially when conducted alone) involve risks and dangers of serious bodily harm, including permanent disability, paralysis, and death (the “Personal Risks”);**
10. The Participant understands and accepts that the Property Risks and Personal Risks and other dangers which the Participant may encounter during the Activities and/or at the Premises may be caused by:
 - a. the Participant’s own actions or inactions;
 - b. the actions or inactions of others on the Premises and/or participating in the Activities;
 - c. the conditions and/or Premises in which the Activities take place; and/or
 - d. **the negligence of the Town.**

11. The Participant understands and accepts that there may be other risks, including social, economic, and consequential losses and damages which may not be known to the Participant or not readily foreseeable at this time (the "Other Risks").
12. The Participant fully accepts and assumes all such risks (including the Property Risks, Personal Risks, and Other Risks) and responsibility for all losses, costs, and damages of every kind which the Participant incurs as a result of their use of the Premises and/or participation in the Activities.
13. THE PARTICIPANT HEREBY RELEASES AND FOREVER DISCHARGES the Town, its insurers, members, directors, officers, administrators, agents, volunteers, employees, and other Participants (collectively, the "Releasees") of and from any and all manner of actions, causes of action, suits, debts, sums of money, damages, costs, claims and demands of every nature, description and kind at law and in equity or under any statute, in any Canadian or foreign court, administrative body, mediation or arbitration proceeding, whether asserted or unasserted, relating to or arising from, directly or indirectly, the Activities and, without restricting the generality of the foregoing, the negligence of the Town, including negligent rescue operations.
14. IF DESPITE THIS RELEASE, WAIVER, AND ASSUMPTION OF RISK the Participant, or anyone else on the Participant's behalf, makes any claim against the Town or the Releasees, THE PARTICIPANT WILL INDEMNIFY, SAVE, AND HOLD HARMLESS the Town and each of the Releasees from any and all litigation expenses, legal fees, losses, liability, damages, or costs of whatever nature which the Town or the Releasees may incur as the result of such claim.

I HAVE READ THIS AGREEMENT; FULLY UNDERSTAND ITS TERMS; UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT; HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE; INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW; AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Participant's Name

Date Signed

Participant's Signature

Witness's Signature