

**Kelsey Recreation Centre
Sayward, BC**

Kelsey Centre Recreational User Waiver for Weight Room Use
Waiver of Liability, Assumption of **risk**, and Indemnity Agreement

Participant's Name (Please Print): _____

Waiver: In consideration of permission to use the facilities, equipment and services of the Kelsey Recreation Centre, **Weight** Room and saunas. I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue the Kelsey Recreation Centre, its directors, officers, employees, and agents from liability from any and all claims including the negligence of Kelsey Recreation Centre resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment.

Assumption of Risks: This use of Kelsey Centre property, facilities, equipment, and/or services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Some of these involve situations, environments, or activities that may lead to illness, physical injuries, and psychological stress or damage.

The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, sprains, and embarrassment 2) major injuries such as joint or back injuries, broken bones, heart attacks, head injuries, and psychological trauma 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by Kelsey Recreation Centre, including its **Weight** Room and saunas. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Regents of the Kelsey Recreation Centre HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at Kelsey Recreation Centre **Weight** Room and saunas and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law and that if any portion thereof is held invalid, it is agreed that the balance shall, Not with standing, continue in full legal force and effect. Acknowledgment of Understanding: I have read this waiver of liability, assumption of **risk**, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue.

Kelsey Recreation Centre
Recreational User Waiver for use of the Kelsey Centre facilities including the Weight Room and saunas
Waiver of Liability, Assumption of **risk**, and Indemnity Agreement

After reading the above, I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of User _____ Date _____

Signature of Parent/Guardian of Minor _____ Date _____
Participant's Age (if minor) _____

A minor is anyone under the age of 18 years. Children 12-15 years of age must be directly supervised by an adult at all times while in the weight room. Youth ages 16 and 17 may workout without a parent if they have a parent signed weight room waiver form on file at the Kelsey Centre. **Children under the age of 12 are not permitted in the weight room.**