

## **DFC - INFORMED CONSENT-ASSUMPTION OF RISK, RELEASE AND WAIVER**

This is a legally binding agreement - PLEASE READ IT CAREFULLY – **Form for each member**

**I hereby acknowledge and agree** that in consideration of being permitted access and use of the facilities, equipment, programs, events or any other associated services herein after called “**The Services**” provided by or associated with The Durham Fitness Centre (operated by the non-profit corporation The Durham Activity Centre) that the following Informed Consent, Assumption of all Risks, Release and Waiver from all Liability and Agreement not to Sue and other terms of this Agreement is entered into by me with and for the benefit of:

The Durham Activity Centre, its members, officers, directors, employees, volunteers, program partners, The Municipality of West Grey, independent contractors, agents or representatives herein after called “**The Centre**”.

**I understand** that each person (myself included) has a different capacity for participating in such activities, facilities, programs and services. **I am aware** that all Services offered are either educational, recreational &/or self-directed in nature. **I assume full responsibility** for during and after my participation for my choices to use or apply, at my own risk, any of the equipment, programs, services or any portion of the information or instruction that I may receive.

**I understand** that part of the risk, is relative to my own state of fitness and health (physical, mental or emotional) and also directly affected by the care and skill with which I conduct myself in that activity or program. That I am clearly aware, that I am free to withdraw from, reduce, or modify my involvement in any program or activity and awareness that I should do so upon experiencing any signs of pain, lightheadedness, discomfort, cramps, nausea, etc.. **I further understand** that I am obligated to modify, to stop or take a break from an activity should a staff member observe sufficient symptoms of distress or abnormal responses. **I further understand** that the Centre does caution, encourage and advise me to consult and to rely solely on the advice of a doctor or other medical professional in advance of participating, should my age, medical/health status or history or injury be a factor whether I even should or how I should participate in the activity or program and that it is my obligation to immediately take measures to obtain appropriate medical assessment and treatment of any pain, discomfort, fatigue or any other symptoms that I may suffer during and immediately after my participation: I acknowledge and accept the sole responsibility and all risks.

**I further understand** that the activities, programs and services offered by the Centre are sometimes conducted by personnel who may not be certified or registered instructors or professionals. I accept the fact that the skills and competencies of some employees and/or volunteers will vary significantly, according to their training and experience and that the Centre, its staff or agents do not offer or claim to offer any assessment or treatment of any mental or physical health issue or condition. **I further understand** that there may be times that I choose to use the facilities or particular areas when there is limited or no supervision. **I acknowledge and agree** that the Centre may take and post Centre related activity photos and videos for educational and The Centre’s promotional purposes; which may include my image. **I further understand** my responsibility for any damages that I may cause through abuse or other direct action to the equipment and/or facility. **I further understand** that it is my responsibility to respect the facility guidelines, policy and etiquette and that the Centre has right to refuse service, management can and will suspend or revoke my membership and that of any other family member associated with me; including any minor, should any of our individual conduct be deemed by the Centre as unsafe or inappropriate.

Cont'd.....

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**I ASSUME AND ACCEPT ALL THE RISKS AND DANGERS** and do hereby acknowledge and agree that the activity that I choose to participate in is my choice and does expose me to many risks and hazards. That some of the risks and hazards are foreseeable, while others are not. **I further recognize** that I may suffer serious personal injury, even death, as well as property loss. That nevertheless **I freely and voluntarily elect to participate** and do so in spite of all the risks and hazards, and agree that The Centre does not assume any responsibility whatsoever for my safety and **I willingly accept these risks and agree** to the terms of the Waiver even if the Centre is found negligent or in breach of any duty of care or any other obligation to me.

**I HEREBY RELEASE AND WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against, and release from all liability and agree not sue, The Centre for any personal injury, death, damage or loss of any kind including economic loss, that I might sustain as a result of or in any way connected to my access and participation in the Services due to any cause whatsoever, including, but not limited to any form or level of negligence including gross, breach of any duty imposed by law or contract, and any mistakes or errors in judgement of any kind on the part of the Centre.

**I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS** the Centre, their successors, and assigns from any and all causes of action, claims, demands, losses and costs of any nature whatsoever arising out of or in any way relating to my access and use of the Services. This indemnification is binding on my heirs, assigns and agents.

**I understand, acknowledge and agree** that this Informed Consent, Assumption of all Risks, Release and Waiver from all Liability and Agreement not to Sue and other terms of this Agreement is binding on myself, my heirs, my executors, administrators, assigns and agents.

**I confirm that I have had sufficient time to read and understand and obtain independent legal advice before signing and am voluntarily executing same by printing below in my handwriting that "I have read, understand and agree to abide by all the terms of this agreement"**

*(Re-write red printed sentence - on the above line)*

Name: \_\_\_\_\_  
(please print)

\_\_\_\_\_  
(Signature of Member)

Date of Birth(D/M/Y) \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date: \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
(Signature of Staff/Witness)

If under 18 years of age, Parent/Guardian must also sign this form

\_\_\_\_\_  
(Signature of Parent/Guardian)