

Student Waiver & Release of Liability

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.

(hereinafter the "Release Agreement")

BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY.

I have received or will obtain a copy of Flipside Gymnastics Ltd. policies and will take the responsibility to carefully read and follow the rules and policies therein. I understand that Flipside Gymnastics Ltd. does not give credit and/or refunds for class(es) missed due to holiday, vacation, illness, weather, etc. I further understand that there are specific risks of physical or property damages, losses, or injury that may result from my or my child's participation with Flipside Gymnastics Ltd., and I voluntarily assume the risks associated with such participation. Flipside Gymnastics Ltd. and their respective directors, officers, employees, members, participants, coaches, volunteers, agents, independent contractors, subcontractors, representatives, successors, and all owners, operators or occupiers of the facilities in which the gymnastics activities, as defined below, take place (all of whom are hereinafter collectively referred to as the "Releasees").

In this Release Agreement, the term "gymnastics activities" shall include all orientation, training, instruction, supervision, competitions, programs, services, and use of facilities and equipment which are organized, provided, controlled or conducted by the Releasees.

ADULT and MINOR/COMPANION RELEASE AND INDEMNITY

PLEASE READ CAREFULLY

RE: Use of Premises and Equipment of "Flipside Gymnastics Ltd." (hereafter referred to as "Flipside")

TO: "Flipside Gymnastics Ltd.", operating as "Flipside Gymnastics" (referred to in this document as "Flipside") and its directors, officers, employees, representatives, officials, landlord and agents (collectively referred to in this document as the "Agents")

I have read the guidelines and rules issued for the use of "Flipside" premises and equipment, which I understand, and I agree to be bound by them. In consideration of your acceptance of my being permitted to use the premises and equipment and/or any activity associated therewith, I agree to RELEASE, SAVE HARMLESS AND INDEMNIFY "Flipside" and/or its agents from and against all claims, actions, costs and expenses and demands in respect to death, injury, loss or damage to my person or property wheresoever and howsoever caused, arising out of, or in connection with my use of the premises and equipment notwithstanding that the same may have been contributed to or occasioned by any act or failure to act, including, without limitation, negligence, of "Flipside" and or anyone or more of its agents. I further agree and acknowledge that:

1. The rules and guidelines governing the use of the premises and equipment are solely for that purpose and it remains my sole responsibility to act and govern myself in such a manner as to be responsible for my own safety;

2. I am aware of the risks inherent in participating in gymnastics activities and the use of gymnastics premises, facilities and equipment and I assume the risks and waive notice of all conditions, dangers or otherwise relating to or arising out of such use.
3. Where applicable and if so required or participating in, I am aware of the risks inherent in helping my child with gymnastics activities and the use of gymnastics premises, facilities and equipment and I assume the risks and waive notice of all conditions, dangers or otherwise relating to or arising out of such use. I am aware that I am not participating in any gymnastics activity but rather helping my child with his/her gymnastics activity.

I further agree to HOLD HARMLESS AND INDEMNIFY "Flipside" and its agents from any and all actions, claims, demands, losses, judgments or costs of any nature to any third party resulting from my use of the premises and equipment herein and I agree not to make any claims or take any proceedings against any other person, society, corporation or other legal entity who might claim contribution or indemnity from "Flipside" and/or its agents in respect of matters which are the subject of this Release. Exposure to infectious disease including COVID-19 is one of the risks of participating in gymnastics activities. Specific information regarding the response of Flipside to the COVID-19 pandemic can be found on the company website for member, parent and/or guardian review. If you are a parent or guardian of a participant under the age of 19, please educate your child on these risks and protocols before/after completing this form. I agree that this Release shall bind my heirs, executors, administrators and assigns. I confirm that I am the full age of nineteen (19) years or older and I have read this Release and understand it.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH GYMNASTIC ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT (applies to person 19 years of age and older) In consideration of THE RELEASEES allowing me to participate in gymnastics activities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in gymnastics activities, 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 THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN GYMNASTICS ACTIVITIES;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in gymnastics activities;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of gymnastics activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE 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.

I Accept

Electronic Signature Agreement. By selecting the "I Accept" checkbox, I am signing this agreement electronically. I agree this electronic signature is the legal equivalent of my manual signature on this agreement.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I Accept