





**We have read and agree to be bound by paragraphs 3 and 4**

**Terms**

5. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
- a) That when the Participant practices or trains in their own space, the Parties are responsible for the Participant’s surroundings and the location and equipment that is selected for the Participant.
  - b) That the Participant’s mental and physical condition is appropriate to participate in the Activities and the Parties assume all risks related to the Participant’s mental and physical condition.
  - c) That the Participant may experience anxiety while challenging themselves during the Activities.
  - d) To comply with the rules and regulations for participation in the Activities.
  - e) To comply with the rules of the facility or equipment.
  - f) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring their observations to a representative of the Organization immediately.
  - g) The risks associated with the Activities are increased when the Participant is impaired, and the Participant will not participate if impaired in any way.
  - h) That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity.
  - i) That COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or loss of life; and
  - j) That they are responsible for the choice of the Participant’s safety or protective equipment and the secure fitting of that equipment.
6. In consideration of the Organization allowing the Participant to participate, the Parties agree:
- a) That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to participate in the Activities.
  - b) That the Organization is not responsible or liable for any damage to the Participant’s vehicle, property, or equipment that may occur as a result of the Activities; and
  - c) That this Agreement is intended to be as broad and inclusive as is permitted by law of the Province of Manitoba and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

**Jurisdiction**

7. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the Province of Manitoba and they further agree that the substantive law of the Province of Manitoba will apply without regard to conflict of law rules.

**We have read and agree to be bound by paragraphs 5 to 7**

**Acknowledgement**

8. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

\_\_\_\_\_  
Name of Participant (print)

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Name of Parent or Guardian (print)

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date