

Please read the following carefully, and check "I agree" when you are ready to proceed.

Liability Waiver

Empire Parkour Ltd.

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

WARNING: BY SIGNING THIS DOCUMENT (THE "AGREEMENT") YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY.

All boxes on BOTH sides MUST be filled out in order to participate.

Initials and signatures must from a parent or guardian (for participants under 18) or of the participant if they are 18 years of age or older.

ASSUMPTION OF RISKS. I understand that by participating in the classes, programs, field trips, workshops, "open gym" sessions and off-site training sessions involving Releasees (as hereinafter defined) (the "activities") offered by Empire Parkour Ltd operating as Empire Parkour ("Empire"), I will receive information and instruction about physical fitness programming, including but not limited to parkour, and I recognize that acting on this information or instruction will require the use of Empire's equipment and facilities.

I further understand and am aware of the risks, dangers, and hazards associated with or arising from the use of the equipment and facilities of Empire and from participation in the activities, including but not limited to: fainting, abnormal blood pressure, musculoskeletal injuries (such as neck and back strains, muscle strains, muscle pulls, tendon and ligament damage, damage to joints or bone fractures), paralysis, death, or damage to myself, property, or to third parties, resulting from:

- a) Falling and impacting wall surfaces or the ground, including any fixed or mobile objects, obstacles, or equipment, including both wooden and metal objects, obstacles, or equipment;
- b) Falling participants or equipment, such as shoes, or weights;
- c) Participation in the physical activity of the sport itself;
- d) Negligence on the part of other participants; and/or
- e) Negligence on the part of Empire or its employees, directors, officers, shareholders, volunteers, agents, instructors or independent contractors (collectively the "Releasees"), including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of the activities.

I further understand that Empire has rules and policies in place regarding safety, the activities, and the use of Empire's equipment and facilities (the "rules"), and I acknowledge that I have received the rules and that I understand the rules. I acknowledge that failure to follow any of the

rules may result in complete revocation of all privileges provided by Empire without refund of any fees.

I represent and warrant that (i) I am physically fit and I have no medical condition that would prevent my full participation in the activities, and (ii) I will be physically fit and free of any medical conditions that would prevent my full participation in the activities during any time that I am taking part in the activities.

I further understand that Empire does not carry accident, medical, or dental insurance on my behalf.

I VOLUNTARILY ACCEPT THESE PHYSICAL RISKS.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNIFICATION: In consideration for Empire allowing me to participate in the activities and permitting my use of Empire's equipment and facilities, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree as follows:.

1. To waive any and all claims, demands, actions, or causes of action that I may have currently or may have in the future against the Releasees and to release the Releasees from and against any and liability for any damages, losses, deficiencies, costs, liabilities, and expenses (including without limitation, legal expenses on a solicitor and client own basis or other out-of-pocket expenses), including death, that I may suffer or incur, or that my heirs or assigns may suffer or incur, resulting from, or arising out of, my participation in the activities due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or common law duty of care, on the part of the Releasees, and also including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers, and hazards of the activities.
2. To hold harmless and indemnify the Releasees from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in the activities;
3. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity;
4. This agreement limits the liability of Empire's employees, directors, officers, shareholders, volunteers, agents, instructors, or independent contractors (the "Agents") to the same extent as it limits the liability of Empire, even though the Agents are not formally parties to the Agreement;
5. In entering into this agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the activities other than what is set forth in this agreement;
6. This agreement supersedes any prior agreement or understanding between the parties.

7. This agreement and any rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the province of Saskatchewan and no other jurisdiction; and

8. Any litigation involving the parties to this agreement shall be brought solely within the province of Saskatchewan and shall be within the exclusive jurisdiction of the courts of the province of Saskatchewan.

I have read and understand this agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and representatives may have against the Releasees.

I am 19 Years of age or older, and I have read and understand the Agreement. I understand that this document contains a promise not to sue Empire and/or the Agents and that it constitutes a release of liability and an Indemnity for all claims. If I am the parent and/or guardian of the participant, I have read the agreement, and understand and execute the Agreement on behalf of my child/ward.

Rules and Policies:

EMPIRE PARKOUR

1. All users of Empire Parkour must read, and sign the ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT.
2. All users of Empire Parkour must complete a gym orientation by a staff member before use of the facility.
3. Participants under the age of 12 must have a Parent/Guardian present during all Open Gym times.
4. Participants who can't properly interpret an orientation require a Parent/Guardian to accompany them throughout the gym at all times.
5. Attendees must not be under the influence of any drugs, or alcohol while inside Empire Parkour
6. Do not attempt skills above your ability, or without adequate safety equipment in place.
7. Only one user in the foam pit at a time. It is your responsibility to check that it is clear before entering, and to coordinate with other users.
8. The foam pit is not a pool, do not dive headfirst. Always attempt to land feet-first, or seat-first. If you have never used a foam pit before, please start with a cannonball to learn how it feels and impacts you.
9. Foam is meant to stay in the pit, please do not remove foam or throw it around.
10. Do not dig holes in the pit or bury any items or people. The foam should be fluffed up regularly to avoid divots.
11. The only people allowed on the floor are users who have paid for their class or time. All others must stay in the viewing area. Spectators are welcome to film their child from the viewing area, but must not come out onto the gym floor.

12. The open gym time is time for you to practice, it is not to be used to substitute a lesson. Classes, workshops, or private lessons are available if you are looking for education. The staff are here to ensure your safety.
 13. No pushing, rough-housing, or violence.
 14. Do not disrupt others training. This includes making unreasonable amounts of noise, getting in others space, or interrupting others in movement.
 15. All Equipment is intended for turn-based activity.
 - a. Please be mindful of other users when stringing together runs. Empire Parkour is a shared space.
 - b. Empire Parkour is not a play ground.
 - c. Haphazard running across the gym can interrupt training of other gym users.
 - d. No tag games, or games of pursuit unless organized by an instructor.
 - e. Prolonged activities using a large portion of the gym space are prohibited when the gym is being shared. This includes lounging on equipment.
 16. The following activities should be done with the approval or supervision of a staff member, and always practiced with care, and appropriate use of safety equipment such as mats, or the foam pit.
 - a. Jumping from Height
 - b. Flipping, Twisting, or Acrobatic Movements
 - c. Ascending or Descending Tall Structures
 17. Please wear clean shoes.
 18. Please immediately clean up any spills, or messes or let a staff-member know to avoid slips, and trips.
 19. Bags, Shoes, and other belongings must be stored in designated cubby holes, lockers, and hangers. Belongings left elsewhere can be considered a tripping hazard or nuisance for other users. Empire Parkour will not be responsible for stolen items, leave valuables at home if you do not want to leave them with your bags.
 20. The weight room is for weight training and conventional exercises only.
 21. No food, or drink allowed outside the entrance, or viewing area of the gym.
 22. The staff are here to help. Please ask if you are unsure about use of equipment, or the space or need help.
 23. Respect other users, respect your ability, and respect the environment.
 24. **PAY ATTENTION TO OTHER USERS. WATCH FOR PEOPLE ENGAGED IN ACTIVITY.**
- *The failure to comply with any of these rules may result in consequences up to, and/or including your immediate removal from the gym.
- **All rules are subject to change at the discretion of the Empire Parkour instructors during class or open gym.