



Samson's Gym Participation Waiver Form

Last Name: _____ First Name: _____
Address: _____ City: _____ Prov. _____ P. Code _____
Phone #: _____ Birth Date: (mm/dd/yyyy): _____
Participant Email: _____ Manitoba Health #: _____
Emergency Contact & Number: _____

Parent/Guardian (if under 18)

Name: _____ Relationship to Participant: _____
Address: _____ City: _____ Phone #: _____

The following authorization, release and indemnity form is a legally binding agreement.

Please read it carefully before signing.

In consideration for Samson's Gym and Youth for Christ Morden Incorporated and their directors, officers, employees, agents and volunteers (collectively referred to as "YFC") permitting the Participant referred to above (the "Participant") to enter upon the premises of and use YFC and to participate in the program and activities offered at YFC, I agree to the following on my own behalf and on behalf of the Participant and on behalf of our heirs, executors, successors, representatives and assigns.

1. I warrant that I am the person legally entitled to make decisions with respect to the care and the affairs of the Participant. I warrant that I am entitled to enter into this agreement on my own behalf and on behalf of the Participant and on behalf of any other parent or guardian of the Participant.
2. I understand that this agreement applies to facilities operated by and programs offered by YFC. I understand that this agreement applies whether the Participant is an observer, a bystander or an active participant and whether the Participant is at any premises owned or occupied by YFC or traveling to and from such premises.
3. I understand that the activities offered at and in connection with YFC can result in injury, death or personal property damage to participants and to others.
4. I grant permission to the Participant to attend at the premises of YFC, to use YFC facilities and equipment and to participate in the programs and activities offered by YFC.
5. In granting permission to the Participant to enter upon the premises of and use YFC and to participate in the programs and activities offered by YFC, I accept the condition of the ramps, natural rock features, climbing wall and equipment, fitness equipment and other facilities and property, and I accept that the condition could change to become more hazardous.
6. I understand that various degrees of experience and skill are required for the use of the different facilities and equipment at YFC and that the decision to use the different facilities and equipment will be in the sole discretion of the Participant. I agree that it is my sole responsibility to supervise the Participant's exercise of this discretion.
7. I understand that the Participant must obey and show respect for the rules and regulations of YFC, and I undertake sole responsibility to advise the Participant of the necessity to do so.
8. On behalf of myself, the participant, any other parent or guardian of the Participant and our heirs, executors, successors, representatives and assigns, I release YFC from any liability, claim, action, suit or demand whatsoever

which may arise in connection with or during the participant's attendance at the premises of YFC, his/her use of YFC facilities and equipment and his/her participation in the programs and activities offered by YFC. Without limiting the generality of the foregoing, this release shall apply to any liability, claim, action, suit or damage caused by the negligence of YFC, the condition of the equipment or the premises or the actions of third parties.

9. I agree on my own behalf, on behalf of any other parent or guardian of the Participant and on behalf of the Participant to indemnify YFC and hold it harmless against any liability, claim, action, suit or demand whatsoever which may arise in connection with or during the Participant's attendance at the premises of YFC, his/her use of YFC facilities and equipment and his/her participation in the program and activities offered by YFC. Without limiting the generality of the foregoing, this indemnity shall apply to any liability, claim, action, suit or demand for personal injury, death or property damage, including injuries, death or damage caused by the negligence of YFC, the condition of the equipment or the premises or the actions of third parties. This indemnity shall include indemnification for any judgment, and for all costs incurred by YFC in connection with litigation.

10. I agree on my own behalf, on behalf of any other parent or guardian of the Participant and on behalf of the Participant that we will not take legal action against YFC or against any third party who may claim contribution or indemnity from YFC with respect to any liability, claim, action, suit or demand whatsoever which may arise in connection with or during the participant's attendance at the premises of YFC, his/her use of YFC facilities and equipment and his/her participation in the program and activities offered by YFC. Without limiting the generality of the foregoing, this agreement not to take legal action shall apply to any claim, action, suit or demand for personal injury, death or property damage including injuries, death or damage caused by the negligence of YFC, the condition of the equipment or premises or the actions of third parties.

11. I acknowledge that YFC may, at its discretion, revoke the Participant's privileges to attend at the premises of YFC, to use YFC facilities and equipment and to participate in the programs and activities offered by YFC. I/We acknowledge that if the subject of the release has to be sent home for discipline violations, or possession of alcohol or non-prescription drugs, it will be at my/our expense.

12. In the event that it appears to YFC that the Participant requires medical or dental attention, testing or treatment (referred to as "Treatment") of any kind while using The Wall facilities and equipment or participating in the programs and activities offered by YFC. I authorize YFC to provide or to arrange for the provision of such Treatment and to consent to such Treatment on behalf of the Participant and myself as YFC in its discretion considers advisable. I agree to be responsible for any cost of such Treatment and I appoint YFC as my agent in arranging for such Treatment. The release and indemnity provisions above apply to the provision of Treatment.

14. I authorize the use of photos or video of my son/daughter by YFC for publicity purposes.

15. I warrant that the information given on this form is correct and complete.

16. I have read this document. I understand it and I agree to the terms set out above.

17. I ACKNOWLEDGE THAT UNDERAGE PARTICIPANTS MAY NOT USE THE GYM UNLESS THEY ARE ACCOMPANIED BY THEIR RESPECTIVE ADULT SUPERVISOR UNLESS THEY ARE PARTICIPATING IN AN OFFICIAL SAMSON'S GYM PROGRAM.

FOR UNDERAGE YOUTH ONLY:

NAME OF ADULT SUPERVISOR: _____ PHONE NUMBER: _____

FOR OFFICE USE ONLY:

WAIVER ENTERED & FILED BY: _____ Date: _____

Participant Signature: _____ Date: _____

Parent/Guardian Signature (if under 18): _____ Date: _____

Witness Signature: _____ Date: _____

Witness Name (please print): _____