

VIRTUAL WAIVER AND RELEASE

This document contains provisions which affect your legal rights. Read carefully before signing.

I hereby acknowledge and agree that in consideration of being allowed to participate in virtual fitness and yoga classes (collectively the "Classes") offered through the Servus Sports Centre:

1. I hereby waive and release any and all claims, demand or causes of action (whether founded upon contract, statute, common law or otherwise) that I have or may in the future have against, and release from all liability and agree not to sue, the City of Lloydminster and its elected officials, officers, employees, agents and contractors (the "City") for any illness, personal injury, death, property damages or other loss of any kind, including economic loss, that I might sustain as a result of or in any way connected to my participation in the Classes due to any cause whatsoever including, but not limited to: negligence or gross negligence; breach of any other duty imposed by law, including any duty imposed by occupier's liability or other legislation; breach of any contract, and; mistakes or errors in judgment or any kind on the part of the City.
2. I have been provided with an opportunity to read and understand, and acknowledge and agree to, the Rules and Regulations and Terms and Conditions attached to this Waiver and Release. I understand that the Rules and Regulations are designed for the safety and protection of class participants and hereby undertake to abide by the Rules and Regulations and any other policies, rules, regulations or directions regarding the participation in the Classes.
3. I acknowledge there are inherent risks in the participation of the fitness and yoga classes, which include but are not limited to collisions, slips, falls, accidents, illness, bodily contact, whether deliberate or accidental, and physical injury, and that it is my sole responsibility to obtain a physician's advice or approval before undertaking the Classes.
4. I voluntarily assume and accept all risks and dangers associated with the Classes, including the possibility of personal injury, death, property damage, or other loss resulting therefrom, and elect to participate in the Classes in spite of these risks. I accept full responsibility for my participation in the Classes by exercising my judgment, based on my own experience and competence.
5. I willingly accept these risks and agree to the terms of this Waiver and Release even if the City is found in law negligent, grossly negligent or in breach of a duty of care or any other obligation to me in their production of the Classes.
6. I confirm that I am of the full age of 18 years, that I have had sufficient time to read and understand what I am agreeing to in this Waiver and Release before signing, that I have had the opportunity to seek independent legal advice, and I understand that this Waiver and Release will be binding upon my heirs, next of kin, executors, administrators, and successors. I agree that this Waiver and Release will be governed by and interpreted in accordance with the laws of the Province of Alberta and I irrevocably agree that the court of the Province of Alberta have exclusive jurisdiction regarding this Waiver and Release.

DATED THIS _____ DAY OF _____, 20_____.

Name of User (Print)

Name of Witness (Print)

Signature of User

Signature of Witness

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Initial

RULES AND REGULATIONS

1. Proper fitness attire is required.
2. Children younger than 14 must be supervised by an adult at all times during the Classes.
3. Virtual Class links and passwords shall not be shared with anyone other than the registrant.

TERMS AND CONDITIONS

1. All admissions and memberships to the Servus Sports Centre Fitness Centre are non-transferable and non-refundable. All fitness passes expire one (1) year from the date of purchase.
2. The City of Lloydminster may cancel your admission, membership or pass, or suspend privileges, at any time in the event of non-compliance with the facility rules and regulations or conduct that is in the City's opinion detrimental to the facility or its employees.
3. Participation in the Classes is subject to availability. The class may be unavailable, in whole or part, from time to time due to maintenance (planned and emergencies), private rentals, special events, booking programs, area maximums, changes in facility schedules or external or other circumstances. No refunds, credits or extensions will be provided as a result of these situations.
4. The City of Lloydminster reserves the right to modify or incorporate new terms and conditions with respect to the facility and use thereof, which will be effective and binding upon you immediately upon posting at the facility.

By signing the Waiver and Release and initialing below I acknowledge and agree that I have read and understood the Rules and Regulations and Terms and Conditions and agree to be bound by them.

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