

PLAY GROUNDS

ASSUMPTION OF RISKS

I am aware that parkour, freerunning, climbing, gymnastics, tumbling, circus disciplines, tricking, fitness and all schooling and instructional sessions, games and activities in camps, parties and events (hereinafter collectively referred to as “the activities”) involve many risks, dangers, and hazards including, but not limited to: falling, mechanical failure of the equipment; loss of balance or control; variable and difficult training conditions; collision with walls, bars, mats, exposed or hidden structural supports or beams, or the floor; wooden and metal slivers and other injuries resulting from the activities on or near parkour equipment such as, but not limited to jumping, climbing, spotting, vaulting, landing, rolling, flipping, inverting, weight training; Injuries resulting from falling parkour athletes or dropped items, such as, but not limited to shoes, cameras, water bottles, parkour hardware or equipment parts; failure of walls, vault boxes, bar structures, spring floor, or any part of the parkour equipment; collision with other equipment or structures; collision with other persons; illness or trauma; the proximity of medical care which may or may not be readily available; the failure to act safely or within one’s own ability or to stay within designated areas; negligence of other parkour athletes and/or other persons; and negligence on the part of Playgrounds Movement Centre Inc. or its staff, including the failure on the part of Playgrounds Movement Centre Inc. or its staff to safeguard or protect me from the risks, dangers and hazards of the activities. I further understand that Playgrounds has rules and policies in place regarding safety, the activities, and the use of Playgrounds’ equipment and facilities (the “Rules”), and I acknowledge that I have reviewed the Rules and that I understand the Rules, and, if applicable, have explained the rules to my children partaking “the activities”. I acknowledge that failure to follow any of the rules may result in complete revocation of all privileges provided by Playgrounds without refund of any fees. I understand that it is my responsibility to consult with a physician prior to and in regard to my participation in Playgrounds’ activities. I represent and warrant that I am physically fit and I have no medical condition that would prevent my full participation in the activity. I further understand that Playgrounds does not carry accident, medical, or dental insurance on my behalf.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Playgrounds Movement Centre Inc. accepting my application for admission and/or membership, and permitting my use of its gym facilities, lockers, washrooms, waiting rooms, training area, safety equipment, parkour training areas, spring floor, walls, bar setups, and any other facilities in the gym or associated facilities or events outside of the gym (hereinafter referred to as “the facilities”), I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Playgrounds Movement Centre Inc., and its shareholders, directors, officers, employees, agents, representatives, independent contractors, subcontractors, sponsors, successors, representatives and assigns (all of whom are hereinafter collectively referred to as “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 resulting from either my use of or my presence on the facilities or travel due to any cause whatsoever, including negligence, breach of contract, mistakes or errors in judgment, or from injuries resulting from mechanical breakdown or failure of equipment, or poor design or placement of any equipment, including but not being limited to vault boxes, walls, clamps, piping, bar setups, or anything mounted to walls including wood or metal grips and anchors, or breach of any statutory or other duty of care, including any duty of care under the Occupiers Liability Act, R.S.O. 1990, Chapter O.2 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 referred to above;
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 use of or presence on the facilities;
3. This 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 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 Ontario and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.
5. By entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with the respect to the safety of the activities other than what is set forth in this Agreement.
6. This Agreement shall apply to all subsequent admissions or membership renewals.
7. If any portion of this Agreement is found to be void, unenforceable, or inapplicable, the remaining portions shall remain in full force and effect.

ADDITIONAL TERMS AND CONDITIONS

1. I will not consume any alcohol or any other substance which would impair my senses or judgment prior to or while using the facilities of Playgrounds Movement Centre Inc.
2. When engaging in parkour training I will always wear appropriate attire. As such, I will assume all responsibility for training barefoot on hard equipment, wearing clothes that do not restrict movement, ensuring any hanging jewelry is removed prior to training, and hair is tied to ensure vision is unobstructed.
3. I will ascend or climb only to heights that I can descend from in a safe and controlled manner. I will assume full responsibility for ascending and descending from height while training parkour.
4. I will spot and make contact with other participants only when I am knowledgeable and experienced at spotting. Further, I will provide and assume full responsibility for the safety of my spotting when I spot other participants. I will not spot other athletes unless under the supervision of Playgrounds' staff. In such event, Playgrounds assumes no responsibility for my spotting of other participants.
5. I assume full responsibility for my choice in spotters. I understand that Playgrounds provides mats and other training equipment but will not be responsible for injuries or bodily harm from anyone who spots me.
6. I understand that training privileges will be revoked in the event that I engage in any activity deemed unsafe by the staff.
7. I will not hold Playgrounds Movement Centre Inc. responsible for any lost or stolen personal belongings.
8. I will promptly report any equipment defects, unsafe situations, or accidents.
9. Formal or informal teaching or coaching as well as spotting of individuals or groups, including but not limited to parkour, freerunning, climbing, gymnastics, tumbling, circus disciplines, tricking, and fitness may only be done by Playgrounds' staff, except by special arrangement. In such event, Playgrounds assumes no responsibility for lessons taught by others.

Photo Consent: I hereby give Playgrounds Movement Centre Inc.'s permission for images of myself and/or my child, captured during regular and special parkour activities through video, photo and digital camera, to be used solely for the purposes of Playgrounds Movement Centre Inc.'s promotional and publications, as well as the safety and security of the facility and children and waive any rights of compensation or ownership thereto.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS RESULTING THEREFROM. IF I AM COMPLETING THIS AGREEMENT ON BEHALF OF MY CHILD, I VOLUNTARILY ALLOW MY CHILD TO PARTICIPATE IN ACTIVITIES AT PLAYGROUNDS MOVEMENT TRAINING CENTRE INC. DESPITE THE RISKS. IF THE CHILD IS INJURED DURING THESE ACTIVITIES, I AM AWARE I AM RESPONSIBLE AND LIABLE FOR SUCH INJURIES.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT INCLUDING THE PRECEDING PAGES AND I AM AWARE THAT BY ACCEPTING THIS 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. IF I AM SIGNING THIS AGREEMENT ON BEHALF OF A CHILD, I CONFIRM THAT I AM THE CHILD'S PARENT OR LEGAL GUARDIAN, OR THAT I OTHERWISE HAVE LEGAL AUTHORITY TO ACCEPT AND SIGN THIS AGREEMENT ON BEHALF OF THE CHILD.

YOU MUST BE 18 YEARS OR OLDER TO ACCEPT THIS AGREEMENT

Parent / Legal Guardian Name (If participant is under 18) : _____

Athlete Name: _____ Date of Birth: _____

Address: _____ City: _____ Postal Code: _____

Phone Number: _____ Email: _____

Signature of Participant (18 years & older) must sign): _____ Date: _____

Signature of Parent/Legal Guardian (for participants under 18 years): _____ Date: _____