



MEMBERSHIP WAIVER

Name: _____ Occupation: _____

Address: _____ Postal Code: _____

Tel (C): _____ (H): _____ Email Address: _____

Date of Birth: _____ Gender: _____

PREVIOUS MARTIAL ARTS EXPERIENCE & YEARS OF TRAINING:

The attached complete release, waiver of claim and assumption of risk forms part of this Membership Application.

COMPLETE RELEASE, WAIVER OF CLAIM AND ASSUMPTION OF RISK

IN CONSIDERATION of permission granted now or in the future by WTM Fitness to use the facilities, enroll in personal training sessions and/or enroll in certain classes at WTM Fitness, I agree and acknowledge:

1. In this complete release, waiver of claim and assumption of risk:
 - (a) "**activities**" include, but are not limited to, the following sporting and recreational activities, either collectively or individual:
 - (i) participating in classes;
 - (ii) heavy bag training;
 - (iii) speed bag training
 - (iv) sparring;
 - (v) weapon training;
 - (vi) self-training;
 - (vii) weight training;
 - (viii) in-house demonstrations and/or demonstrations in other locations.
 - (b) "**participating in**" means going to, coming from, before, after or during.
 - (c) "**WTM Fitness**" means 1734156 Alberta Ltd (o/a WTM Fitness).
2. I forever release, remise and discharge WTM Fitness and all its officers, directors, employees, agents, insurers, consultants, successors and assigns, jointly and severally from any and all actions, causes of action, contracts, (whether express or implied), claims and demands for damages, loss or injury, suits, debts, sums of money, indemnity, expenses, interest, costs and claims of any and every kind and nature whatsoever, at law or in equity, arising out of, or in any way related to, my participation in the activities. I acknowledge that by waiving and releasing any and all claims against WTM Fitness, and all its officers, directors, employees, agents, insurers, contractors, successors and assigns, I am giving up the right to seek remedies that might otherwise be available to me at law.
3. I will indemnify, defend and hold harmless WTM Fitness and all its officers, directors, employees, agents, insurers, consultants, successors and assigns from any and all actions, causes of action, contracts, (whether express or implied), claims and demands for damages, loss or injury, suits, debts, sums of money, indemnity, expenses, interest, costs and claims of any and every kind and nature whatsoever, at law or in equity, arising out of, or in any way related to injury or loss to me, my death, or loss or damage to my property or any injury, loss or damage to any other person caused by, or arising from, my own actions, conduct, involvement with or participation in the activities

4. I further acknowledge and agree:
- (a) the activities can be dangerous, exposing participants to risks and hazards, some of which are inherent in the very nature of the sport or exercise itself, others which result from NEGLIGENCE OR FAULT on the part of the persons involved in preparing and organizing or staging the activities;
 - (b) as a result of the aforesaid risks and hazards, I may suffer personal injuries, even death, as well as property loss;
 - (c) some of the aforesaid risks and hazards are foreseeable but others are not;
 - (d) I nevertheless freely and voluntarily assume all the aforesaid risks and hazards and that, accordingly, my use of the facilities while participating in any of the activities shall be entirely at my own risk;
 - (e) I understand that WTM Fitness and all its officers, directors, employees, agents, insurers, consultants, successors and assigns assume no responsibility or liability whatsoever for my safety while I am participating in the activities;
 - (f) I do not, and have not had, at any time, a medical or physical condition which could prevent the safe participation in the activities. I acknowledge that the participation in the activities may aggravate or otherwise adversely affect medical or physical conditions, whether or not they pre-exist participation in the activities;
 - (g) to be responsible and assume liability for any and all costs incurred as a result of participating in the activities, including but not limited to ambulance transport services, hospital stays, medical care and treatment, and physician and pharmaceutical goods and services;
 - (h) I will respect the rules imposed by WTM Fitness on participation in the activities;
 - (i) I acknowledge that WTM Fitness may, in its sole discretion and without prior notice to me, not allow me to participate in the activities or cancel or suspend the activities and, in such case, I will cooperate with WTM Fitness;
 - (j) I acknowledge that this complete release, waiver of claim and assumption of risk is intended to be as broad and inclusive as is permitted in accordance with the laws of the Province of Alberta and that if any portion thereof is held invalid or unenforceable by a court of competent jurisdiction, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect;
 - (k) I understand that WTM Fitness does not permit me to use the facilities now or in the future unless I sign this complete release, waiver of claim and assumption of risk, and that this complete release, waiver of claim and assumption of risk applies to all of the activities, whether occurring in the near or distant future and that the terms of this complete release, waiver of claim and assumption of risk need not be brought to my attention each time I am participating in any of the activities in order to be effective; and
 - (l) This complete release, waiver of claim and assumption of risk is binding on me, my heirs, my executors, administrators, personal representatives, and assigns.
 - (m) I was in no way approached or solicited to join WTM Fitness. I joined WTM Fitness out of my own volition.

5. **I ACKNOWLEDGE AND DECLARE THAT I HAVE HAD SUFFICIENT TIME TO CONSIDER THIS COMPLETE RELEASE, WAIVER OF CLAIM AND ASSUMPTION OF RISK AND THAT I HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE WITH RESPECT TO THE MATTERS ADDRESSED IN THIS COMPLETE RELEASE, WAIVER OF CLAIM AND ASSUMPTION OF RISK WHICH TERMS AND CONDITIONS HAVE BEEN AGREED TO BY ME VOLUNTARILY AND THAT I FULLY UNDERSTAND THIS COMPLETE RELEASE, WAIVER OF CLAIM AND ASSUMPTION OF RISK.**

6. If you do not wish to receive occasional updates from us, sign here: _____ Date: _____

****WARNING****

By signing this document you give up certain legal rights.

This document contains onerous and usual clauses – read thoroughly and carefully before signing.

DATED at Calgary, this _____ day of _____, 20_____.

(Please Print)

Surname

First Name

Witness

Signature

Guardian (if under 18 years of age)