

KALSAMRIT GYM INC
**ACKNOWLEDGMENT OF RISKS,
ASSUMPTION OF RISK AND RELEASE OF LIABILITY FORM**

Name: _____ Parent Name: _____

Phone Number: _____

Birthdate (MM/DD/YYYY): _____

Email: _____

Medical Condition: _____

Have you ever participated in Marital Arts before? :

How did you hear about Kalsamrit Gym?

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By signing below, I give permission for: (1) my son(s)/daughter(s) listed above and/or myself to participate IN THE **KALSAMRIT GYM** located in Bowmanville and Port Perry Ontario; and (2) **ACTIVATING** the medical release. I also acknowledge that I have read the **WAIVER & RELEASE OF LIABILITY I have read the Kalsamrit Gym** statement and agree to its terms as a condition of participation. *These waivers & releases are effective for as long as the above listed individuals attend Kalsamrit Studios activities and have NO EXPIRATION. (18 years or younger need parent's signature and consent.)*

WAIVER AND RELEASE OF LIABILITY
(required for Kalsamrit Gym participation)

I hereby release and covenant not-to-sue Kalsamrit Gym, and/or either entities officers and/or owners, their members, staff, volunteers, landlords, or agents, **from any and all present and future claims resulting from ordinary negligence on the part of KALSAMRIT GYM, or any others listed above** for property damage, personal injury, or wrongful death, arising as a result of engaging or receiving instruction in gymnastics, tumbling, or any other activities or any activities incidental thereto, wherever, whenever, or however the same may occur. **I hereby voluntarily waive any and all claims resulting from ordinary negligence**, both present and future, that may be made by me, my family, estate, heirs, agents, representatives, or assigns. I understand that Kalsamrit Gym activities involve certain risks, including but not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to bones, joints, & muscles. Mats, pits, and other safety equipment and apparatus provided for protection, including the active participation of a coach or teacher who will spot or assist in the performance of certain skills, may be inadequate to prevent serious injury. **I am voluntarily allowing my child(ren) and/or myself to participate in this activity with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.** I understand that this waiver is intended to be as broad.

MEDICAL RELEASE

Should my child(ren) and/or I become ill or injured while participating in Kalsamrit Gym, I give permission and hereby grant the authority for Kalsamrit Gym staff members, OR Kalsamrit Gym chaperones or volunteers, to (1) render first-aid emergency treatment **AND/OR** (2) to obtain emergency care for my child(ren) and/or myself; (3) to obtain the medical attention they may deem necessary for my child(ren) and/or myself. I further authorize the above designated to execute that consent required in connection with such advice or treatment. I hereby release said persons from and agree to indemnify them against any liability arising out of the exercise of the authority here granted.

I have read and understand the forgoing Acknowledgment of Risks, Assumption of Risks, and Release of Liability. I understand that by signing this form I may be waiving valuable legal rights.

Signature: _____

Date: _____

Participant's Signature (or if under 18, parent or legal guardian's signature) above and the Date.

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

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD(REN) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, ILLNESS, DEATH OR PROPERTY DAMAGES, FOR ANY REASON , INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF KALSAMRIT GYM INC; IT'S BOARD, EMPLOYEE(S) AND AGENTS ("THE RELEASEES").

I, on behalf of myself (and my minor child(ren))

[PRINT FIRST AND LAST NAME]

[Print Child(ren) Name(s) Print First and Last Name] I Reside at in, (Address, City)

In consideration for allowing me (or my minor child(ren)) to attend Kalsamrit Gym Inc. on behalf of myself, my child(ren) or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. Acknowledge that Canada and the World is in a Pandemic crisis with the Coronavirus COVID-19, for which there is no cure or vaccine and which, according to CDC information available may be transmitted from person to person without an individual being sick or exhibiting symptoms.
2. Acknowledge, agree and understand that COVID-19 can cause serious illness, injury and/or death.
3. Voluntarily assume the risk and danger of contracting the COVID-19 virus, injury or death from the use of Kalsamrit Gym Inc. facilities.
4. RELEASE, DISCHARGE AND PROMISE NOT TO SUE Kalsamrit Gym Inc., for any loss, illness, liability, damages, or cost whatsoever arising out of or related to any loss, illness, damages, and/or injury (including death) to my person and/or property.
5. RELEASE, DISCHARGE AND PROMISE NOT TO SUE the Kalsamrit Gym Inc. for any loss, illness, liability, damages, or cost whatsoever arising out of or related to any loss, illness, damages, and/or injury (including death) to my child(ren) listed on this form and/or their property.
6. INDEMNIFY, AND SAVE AND HOLD HARMLESS to Kalsamrit Gym Inc. its employees and/or agents from and against any loss, illness, liability, damage or cost they may incur arising out of or in any way connected with my use of Kalsamrit Gym Inc. facilities.
7. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the Province of Ontario and is intended to be as broad and inclusive as is permitted by Ontario Law (USE AT YOUR OWN RISK), and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
8. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Kalsamrit Gym Inc., or its agents, and/or employees, for any injury, illness or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by Kalsamrit Gym Inc. in defending such as action.
9. State that I am not ill now and that I have no history of being diagnosed with COVID-19, "Coronavirus", fever, or any other symptoms specified by the Public Health Agency of Canada that could be transmitted to others.
10. State that my child(ren) are not now ill and that s/he (they) have no history of being diagnosed with COVID-19 ("Coronavirus"), fever, or any other symptoms specified by the Public Health Agency of Canada that could be transmitted to others.
11. If the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on the behalf of the minor.

I have read this entire Release of Liability Document.

I understand it is a promise not to sue and to release Kalsamrit Gym Inc., its employees and/or agents for all claims related to the liability for transmission and/or contraction of any illness/disease/injury/death/damage from using Kalsamrit Gym Inc. facilities.

I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releases allowing me and/or my child(ren) to use the Kalsamrit Gym Inc. facilities.

I have considered the risks involved and I have concluded the risks involved and the release and waiver.

Print Name

Signature (must be over 18 years old)

Date