

## COAST MOUNTAIN COLLEGE

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. IT AFFECTS YOUR LEGAL RIGHTS. ASSUMPTION OF RISK, INFORMED CONSENT, AND RELEASE OF LIABILITY AND WAIVER OF CLAIMS

| (printed) |
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I, the Student named above, request permission to utilize the Wellness Centre at Coast Mountain College (referred to as CMTN).

In consideration of my use of the exercise equipment and facilities provided by CMTN, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that CMTN and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of CMTN.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me and I hereby fully and forever release and discharge CMTN, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

## ACCEPTANCE OF RISK

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me and I hereby fully and forever release and discharge CMTN, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities;



I agree to be solely responsible for my safety and wellbeing I understand that CMTN does not provide supervision, instruction, or assistance for the use of the facilities and equipment;

I agree to comply with all rules imposed by CMTN regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose;

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death;

I understand and agree that CMTN is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises;

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

## **INSURANCE AND OTHER RESPONSIBILITY**

I am aware that the CMTN does not provide any form of insurance or other resource that would cover or compensate me for personal injury (including death), property damage, other losses including (without restriction), disability and loss of income or third-party liability claims against me. I accept that it is my responsibility to provide for myself insurance or other resources for such matters.

I HAVE READ AND I UNDERSTAND THIS AGREEMENT AND ENTER INTO IT OF MY OWN FREE WILL. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM ACKNOWLEDGING AND ACCEPTING CERTAIN RISKS, AND I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MIGHT OTHERWISE HAVE AGAINST THE RELEASEES.

| Signed this day of             | , 20 |
|--------------------------------|------|
| Signature of Student/Employee: |      |
| Signature of Witness:          |      |