

BCIT RECREATION SERVICES

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT



BY SIGNING THIS AGREEMENT YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

I, _____, acknowledge that I have voluntarily applied to participate in the instructor-led (including, but not limited to virtual, apps and/or other social media platforms) and/ or in-person fitness activities offered by Recreation Services at British Columbia Institute of Technology ("BCIT"):

Hazards and risks may include, but are not limited to the following:

- Injury sustained in a fall and hitting the wall, projections (permanent or temporarily in place), or the floor (including any objects or objects resting on the floor).
- Injuries resulting from equipment management error and normal equipment activity on the premises (including abrasion, bruises and falls).
- Injury due to falling participants, objects, or sporting equipment.
- Cuts and abrasions resulting from bodily contact with the walls, mirrors, ballet bars, equipment, structures or other individuals.
- Failure of BCIT and/or personal equipment or structure.
- I further acknowledge that the above-mentioned list is not inclusive of all possible risks associated with the use of the BCIT Recreation Services facilities. The above-mentioned list in no way limits the extent or reach of this assumption of risk.
- The use of equipment, facilities and premises of BCIT Recreation Services by persons participating in activities shall constitute acceptance of that risk regardless of the nature of the injury.
- I hereby warrant that I am in good health and know of no medical reason that would preclude my safe use of the BCIT facilities.
- I understand that part of the enjoyment and excitement of Recreation Services activities is derived in part from engaging in an inherently risky activity for which I bear all responsibility for actions.
- In entering into this contract, I am not relying on any oral, written, or visual representations of statement made by BCIT or its "staff", including those in any printed literature or website posting, to persuade me to use the facilities.
- PUBLIC HEALTH EXPOSURES: Injury or illness resulting from epidemic, pandemic (COVID-19), outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions

I am aware that these Activities may be hazardous and that I could be seriously injured or killed. I am voluntarily participating in these activities with knowledge of the risks involved, and I agree to assume any and all risks of bodily injury, death or property damage, whether those risks are known or unknown.

I forever release BCIT or any BCIT affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or (iii) the condition of the premises where these activities occur. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT BETWEEN MYSELF AND BCIT, AND I SIGN IT OF MY OWN FREE WILL.

Participant/Releasor
Name _____

Witness Name _____

Participant/Releasor
BCIT ID _____

Signature _____

Signature _____

Date _____

Date _____

Emergency Contact
Name _____

Emergency Contact
phone number _____