

Brock-Niagara Centre for Health & Well-Being

ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT

WARNING: By signing this agreement you indicate that you understand all the risks associated with participating in the Brock University SeniorFit, Heart Strong, or Power Cord program (the “Program”), that by participating in the Program you are being exposed to the risks identified below, and that you hold Brock University harmless from any personal injury that you may suffer arising out of your participation in the Program. This agreement also gives Brock University the authority, if necessary, to secure medical assistance for which you agree to be financially responsible. In addition, you agree to assume financial responsibility for any damage to third persons or their property caused by you.

PLEASE NOTE: THERE WILL BE NO PHYSICIAN PRESENT DURING THE PROGRAM!

PLEASE READ THIS FORM CAREFULLY!

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

Description of Risks

I am aware that by participating in the Brock University SeniorFit, Heart Strong, or Power Cord program (the “Program”), I will be exposed to the following inherent risks, including but not limited to:

- All manner of injury from physical exertion and cardiovascular output, including dizziness, shortness of breath, chest discomfort, leg cramps, sprains and/or strains;
- All manner of injury resulting from misuse, non-use and/or failure of any equipment;
- All manner of injury from exerting and/or stretching various muscle groups;
- All manner of injury arising from tripping and/or falling and impacting against the floor surface, walls, apparatus/equipment, the ground, other participants, or trainers;
- Abnormal blood pressure, lightheadedness or fainting, and irregular heart beat and in rare cases, HEART ATTACK, CARDIAC ARREST, AND EVEN DEATH.

Every effort will be made to minimize the risks during your participation in the Program. Staff will be trained in basic cardiopulmonary resuscitation (CPR) and will have access to a semi-automated external defibrillator.

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Assumption of Risk

I hereby freely accept and fully assume all risks, dangers, and hazards and the possibility of personal injury, death, property damage, or loss arising out of, associated with or relating to my participation in the Program. I acknowledge that there will be no physician in attendance during my participation in the Program and as such, I agree to be solely responsible for any injury, loss or damage that may occur or be sustained during my participation in the Program. Further, I agree that if Brock University, in its sole discretion and on my behalf, should secure any medical advice or services as it may deem necessary for my health and safety, that I shall be financially responsible for such medical advice or services.

Release of Liability

I hereby agree to WAIVE any and all claims that I have or may have against Brock University, its Board of Trustees, officers, employees, students, agents, volunteers, and independent contractors (the “Brock Parties”).

I further agree to release the Brock Parties from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the Program, due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY DUTY OF CARE owed on the part of the Brock Parties.

I further agree to INDEMNIFY AND HOLD HARMLESS the Brock Parties from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in the Program.

Acknowledgement

I HAVE READ AND UNDERSTOOD THIS AGREEMENT. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM AGREEING TO VOLUNTARILY PARTICIPATE IN THE PROGRAM AND AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, OR MY NEXT OF KIN, MAY HAVE AGAINST THE BROCK PARTIES.

Participant Name – Please print

Signature of Participant

Witness Name – Please print

Signature of Witness

Date