

Living Active Fitness Consulting

"Inspiring Personal Health & Wellness"



Terrina N. Mason

BCRPA Certified Personal Trainer

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Outdoor Nordic Pole Walking

PARTICIPANT AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Terrina Mason and Living Active Fitness Consulting and Urban Poling, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TM & LAF"

and "UP"), I hereby agree to release, indemnify, and discharge TM, LAF and UP, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge the Nordic Walking/Urban Poling entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **THE RISKS INCLUDE, AMONG OTHER THINGS: the hazards of walking on uneven terrain and slips and falls; the forces of nature, including lightning and rapid weather changes; the risk of exposure to insect bites; the risk of exposure to heat and/or cold including hypothermia; my own physical condition(s), and the physical exertion associated with this activity.**
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TM, LAF and UP from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of TM's, LAF's and UP's equipment and/or facilities, **including any such claims which allege negligent acts or omissions of TM, LAF and UP.**
4. Should TM, LAF and/or UP or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against TM, LAF and/or UP, I agree to do so solely in the province of British Columbia, and I further agree that the substantive law of British Columbia shall apply in that action without regard to the conflict of law rules of that Province. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TM, LAF and/or UP on the basis of any claim from which I have released them herein.

_____ I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Print Name _____

Address _____

Phone _____ Date _____