

JLS TRAINING SYSTEMS
doing business as
CHALLENGE BY CHOICE

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (the "Release Agreement")
BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY

Name	
Complete Address	
Phone	

This Release Agreement applies to the use of all facilities, premises and equipment, and participation in all activities, programs or events at or sponsored by **Challenge By Choice**. This Release Agreement applies to and protects **Jen Segger, JLS Training Systems, Challenge By Choice** and any employee or contractor of any of these parties (collectively the "Releasees") while the Participant is involved in a program at the premises of or sponsored by the Releasees.

ASSUMPTION OF RISKS

I am aware that participation in **Challenge By Choice** programs involves various risks, dangers and hazards, including but not limited to the risk of serious injury or death. I am further aware that there may be negligence on the part of the Releasees, which includes failure by the Releasees to take reasonable steps to safeguard or protect me from injury or from the risks, dangers and hazards of participation in **Challenge By Choice** programs.

I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS INCLUDING THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration of the Releasees permitting my participation in **Challenge By Choice** programs, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees arising out of any aspect of my participation in **Challenge By Choice Programs** and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer during my participation in **Challenge By Choice Programs**, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AS WELL AS ANY DUTY OF CARE OWED UNDER THE **OCCUPIERS LIABILITY ACT** ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in **Challenge By Choice Programs**;
- 3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- 4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of **Challenge By Choice** programs other than what is set forth in this Release Agreement

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATTIVES MAY HAVE AGAINST THE RELEASEES.

SIGNED this _____ day of _____, 20_____.

Signature of Participant or Guardian if under 19 years	X
(Participant) Print Name	