

# Journey Parkour LTD

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter referred to as the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

SIGNATURE OF PARTICIPANT

<b>Name</b>	Participant Last	Participant First	Middle Initial
<b>Address</b>	Street		
	City	Prov./State	Postal/Zip code

**TO: Journey Parkour Ltd a.k.a. Journey Parkour** and its (their) directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, volunteers, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "the Releasees" )

**DEFINITION**

In this Release Agreement, the term "**Parkour**" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: Freerunning, natural movement, fitness, play, jumping, vaulting, climbing, acrobatics, tricking, classes, open gym, seminars, workshops, weight lifting, cross training, sessions, obstacles, challenge night, competitions, filming, spectating, photographing, orientational and instructional courses, setup/ teardown of any sites involved, and other such activities, events and services in any way connected with or related to **Parkour**.

**ASSUMPTION OF RISKS**

I am aware that **Parkour** involves many risks, dangers and hazards. The risks, dangers and hazards, including but not limited to: Jumping, running, vaulting, swinging, brachiation, rolling, falling, sliding, loss of balance, variation in obstacles, the use of the equipment, facilities of Journey Parkour, parkour parks, outdoor facilities, parkour activities done with parks and rec; I further understand and am aware of the risks, dangers, and hazards associated with or arising from including but not limited to: fainting, abnormal blood pressure, musculoskeletal injuries (such as neck and back strains, muscle strains, muscles pulls, tendon and ligament damage, damage to joints or bone fractures), paralysis, death, or damage to myself, property, or to third parties, resulting from: Falling and impacting wall surfaces or the ground, including any fixed or mobile objects, obstacles, or equipment, including wooden, metal objects, obstacles, or equipment; Falling participants or equipment of any kind; Participation in the physical activity of the sport itself; Negligence on the part of other participants; and/or Negligence on the part of Journey Parkour or its employees, agents, instructors or independent contractors (collectively the "Releasees"), including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of the activities, travel or transport to and from the sites used for **Parkour**; collision with pedestrians, motor vehicles, and cyclists; negligence of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RISKS THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF **PARKOUR**.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH **PARKOUR** AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY , DEATH , PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the **RELEASEES** agreeing to my participation in **Parkour** and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES 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, as a result of my participation in **Parkour** , DUE TO ANY CAUSE WHATSOEVER , INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE *OCCUPIERS LIABILITY ACT*, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN **PARKOUR** REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in **Parkour** ;
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 where the Parkour takes place and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the Parkour takes place and shall be within the exclusive jurisdiction of the Courts of that province.

**MEDIA PERMISSION RELEASE**

As an adult participant, and/or as the Parent/Legal Guardian of a minor participant, and in consideration of being permitted to participate with the Releasees, I hereby grant the Releasees the irrevocable right and permission to photograph, video, film, media content and/or record me or my child(ren)/ward(s) in connection with Journey Parkour, and to use the photograph, video, film, media content and/or recording for all purposes, including advertising and promotion purposes, in any manner in any and all media now and hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of any photograph, video, film, media content and/or recording, and acknowledge and agree that the rights granted by this release are without compensation of any kind. All photographs, video, film, media content and/or recordings are exclusive to the Releasees.

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 participating in **Parkour** 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 REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Witness	Signature of Participant
Please print name clearly	Please print name clearly
Email	Signature of Guardian if Participant is under age of majority