



**Informed Consent and Release of Liability**  
**Ride to Rise**  
**August 12th, 2020 - 8:00 PM - 9:30 PM**  
**Limitless Cycle and Strength (651 Stafford St.)**

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For good and valuable consideration, including permission for me (or my child) to participate in activities with the **Rising Stars Foundation (RSF)**, I, (as the parent/guardian of the minor and on behalf of the minor):

1. Consent to participating (to have my child participate) in the **Rising Stars Foundation's Ride to Rise event on July 29th, 2020**
2. Agree that prior to my (my child's) participation in the event or activity, I will inspect the facilities, equipment, and areas where the event or activity is being conducted and, if I believe any of them are unsafe, I will immediately advise the person supervising the event, activity, facility, or area;
3. Acknowledge that I (my child) fully understand that the my (their) participation may involve risk of serious injury or death, including economic losses, which may result not only from the minor's own actions, inaction, or negligence, but also from the actions, inaction, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, the rules of play or this type of event or activity;
4. Notwithstanding any other agreement, I agree to defend, hold harmless, and indemnify the **Rising Stars Foundation** against any legal liability, including reasonable attorney fees, in respect to bodily injury, death, and property damage arising from the negligence of the said;
5. Warrant that I (my child) is in good health and have no physical condition that would prevent me (my child) from participation in the event or activity;



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6. Acknowledge that the **Rising Stars Foundation**, and Permittee/Sponsor of an event or activity are not joint sponsors, joint ventures, partners, or otherwise jointly engaged in any event or activity;

7. **TRANSPORTATION RELEASE (for minors):** I allow my child to be transported to the **RSF Ride to Rise** event by an authorized RSF volunteer driver that has successfully completed the **RSF Volunteer Screening Process**. I acknowledge the responsibility to pick up my child (or arrange for pick up) within one hour of conclusion of RSF activities and initiatives, if they are not receiving transportation from **RSF**. In the instance that my child is transported to/from a Rising Stars Foundation Activity, I release the **Rising Stars Foundation**, its assignees, paid and volunteer staff from any and all liability and from all claims and demands.

8. **PHOTO RELEASE:** I give the **Rising Stars Foundation** the right to interview and/or take photographs and audiovisual recordings of me (my child) to be used in promotional, educational or fundraising materials including, but not limited to videotapes, online content, pamphlets and brochures. I understand that my (my child's) name may be used in connection with these materials. This release is voluntary, and I give it in the interest of public information, education, and furtherance of the goals of the **Rising Stars Foundation**, or other lawful purposes.

I have read this document, understand that I will give up substantial rights by signing it and sign voluntarily.

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Participant Signature  
**(or guardian if under 18)**

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Print Name

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Date  
(mm/dd/yyyy)



## **Informed Consent and Release of Liability** ***Covid-19 Specific Assumption of Risk and Waiver***

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The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, provincial, and local governments and federal and provincial health authorities have implemented regulations and recommendations regarding the size of gatherings permitted and appropriate social distancing measures to take place, depending on the nature of the activities.

The **Rising Stars Foundation (RSF)** has put in place preventative measures to reduce the spread of COVID-19; however, **RSF** cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, participating in RSF events and activities could increase your risk and your child(ren)'s risk of contracting COVID-19.

For good and valuable consideration, including permission for (the minor) to participate in activities with the **Rising Stars Foundation (RSF)**, I, the parent/guardian of the minor for myself and on behalf of the minor:

1. Acknowledge the contagious nature of covid-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending any RSF events or activity and that such exposure or infection may result in personal injury, illness, permanent disability or death.
2. Understand that the risk of becoming exposed to or infected by COVID-19 at RSF events or activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, RSF Directors and Officers, volunteers, program participants and their families.



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3. Voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at **RSF** events of activities or participation in **RSF** programming. ("Claims").

On my behalf, (or on behalf of my children), I hereby release, covenant not to sue, discharge, and hold harmless **RSF**, its directors and officers, agents, volunteers and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of **RSF**, its Directors and Officers, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any **RSF** events, activities or programming.

I have read this document, understand that I will give up substantial rights by signing it and sign voluntarily.

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Participant Signature  
**(or guardian if under 18)**

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Print Name

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Date  
(mm/dd/yyyy)

# **LIMITLESS CYCLE CO LTD. NEW MEMBER WAIVER ASSUMPTION OF RISK, WAIVER, AND RELEASE**

I understand that engaging in any physical activity involves some risk. By signing this waiver, and/or by attending classes or by using the facilities and equipment at Limitless Cycle Co Ltd., I hereby acknowledge and agree that there are certain inherent risks involved in the exercises I will engage in. I acknowledge that some of these risks cannot be eliminated regardless of the care taken to avoid injuries and I assume full responsibility and will not hold Limitless Cycle Co Ltd. accountable.

By enrolling me as a participant of Limitless Cycle Co Ltd. in Winnipeg, Manitoba, I agree to the following:

I have been examined by a licensed physician within the past 6 months and have been found by such physician to be in good physical and mental health and I am fully able to perform all exercises which I learn and perform during my enrolment at Limitless Cycle Co Ltd. I will modify exercises as needed.

I will follow all instructions given by instructors at Limitless Cycle Co Ltd. and understand if I deviate from said instruction it shall be at my own risk I release and discharge Limitless Cycle Co Ltd. and the instructors from any and all liability that I may have resulting from injury or damages arising from my participation.

I will bring any impairments that could cause my harm in a Limitless Cycle Co Ltd. class to the attention of the instructor in writing.

I have read this agreement and fully understand its content and meaning, and sign in my own free will and I am over the age of 18.

I agree to be solely responsible for any activities I participate in and I assume the risk of injury, including permanent disability or death.

I understand that photos and videos are taken during classes and events from time to time for marketing in all means and media and by all technologies, now known or hereafter devised throughout the universe in perpetuity, social media, and instructional purposes and I hereby consent to their use by Limitless Cycle Co. Ltd and waive my right to any compensation for their use.

CANCELLATION POLICY: all cancellations or schedule changes must be done 8 hours prior to the start of your class for you not receive any cancellation charges. Should you cancel within the 8-hour period, your account will be charged \$10 if you are on an unlimited membership, or your class pass will be utilized if you are using a class pass.

VALUABLES AND PERSONAL PROPERTY: I acknowledge that I bring valuable and personal items to Limitless Cycle Co Ltd at my own risk.

If any portion of this release from liability shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions served here from. This release may not be modified without a written agreement signed by both parties. By signing this release, I acknowledge that I have read the foregoing waiver and release of liability and voluntarily executed this document with full knowledge of its content.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Parent/legal guardian signature (if under the age of 18): \_\_\_\_\_