



Waiver of Liability, Assumption of Risk, and Indemnity Agreement

The following agreement must be read and electronically signed by each member wishing to participate in Mynix Badminton Club Activities.

I. Representations

I wish to voluntarily participate in the activities of Mynix Badminton Club at Montreal Mynix Athletic Club (“MMAC”), operated by MMAC. I represent that I am in adequate physical condition to safely engage in the activities of the Mynix Badminton Club, and I agree to follow all Mynix Badminton Club’s and MMAC’s rules and instructions. In the event of injury or illness during my participation in a Mynix Badminton Club affiliated activity, I authorize MMAC to administer and/or secure medical treatment on my behalf, and I agree to accept responsibility for the full expense of such medical care along with other related expenses such as ambulance transportation.

I understand that I must utilize appropriate equipment for any Mynix Badminton Club affiliated activity and must know and follow all rules concerning equipment and Mynix Badminton Club in general. I agree that Mynix Badminton Club and MMAC staff has the right to stop me from participating in any Mynix Badminton Club affiliated activity which they feel would be harmful to me or to others. I will inform the Mynix Badminton Club and MMAC staff of any unusual pain, discomfort, fatigue or any other symptom I suffer during or immediately after my participation in any Mynix Badminton Club affiliated activity.

II. Assumption of Risk

I understand that accidents and injuries commonly happen in the course of sporting events, physical exertion and travel, often without fault on the part of the participants or the program supervisors. Such accidents may cause damage to or loss of personal property, physical injury or even death. By electing to participate in Mynix Badminton Club affiliated activities, I understand that I am accepting the risk of accidents and injuries that

might arise out of my participation. I also understand that the MMAC staff will take reasonable precautions in an effort to minimize the risk of accidents and injuries, but that such precautions cannot remove the risks inherent in sporting events and physical exertion. I voluntarily assume any and all risk and liability arising out of my participation in any Mynix Badminton Club and MMAC affiliated activity.

Insurance Coverage: I understand that MMAC does not undertake to provide health, accident, disability, hospitalization, personal property, or other insurance to members of Mynix Badminton Club or MMAC. I affirm that I have appropriate medical insurance in the event medical attention is needed for me by reason of my participation in activities of the Mynix Badminton Club and MMAC.

III. Waiver of Liability

In consideration of being permitted to participate in Mynix Badminton Club and MMAC affiliated activity, I hereby release, discharge and agree to hold harmless MMAC (including but not limited to MMAC and Mynix Badminton Club), MMAC's trustees, officers, faculty members, employees, agents, advisors or any one or more of them, or their executors, administrators, heirs or assigns (the "Released Parties") from any and all claims, demands, damages, costs, expenses, actions and causes of action, present or future, on account of injuries to my person or property caused in whole or in part by the active or passive negligence of the Released Parties, arising out of or in connection with my participation. I intend for this release and indemnity agreement to protect the Released Parties from any and all claims, demands, damages, costs, expenses, actions and causes of action, present or future, of my executors, personal representatives, heirs and assigns, or any other person or entity, on account of injuries to my person or property, including injuries resulting in my death. I also recognize and agree that the Released Parties assume no responsibility for any liability, damage, or injury that I might sustain due to the intentional or negligent acts or omissions of any other person participating in Mynix Badminton Club and MMAC affiliated activities.

It is the obligation of the owner of a personal vehicle to carry adequate insurance for his or her protection and for the protection of any passengers. In the event of an accident, the vehicle owner is responsible for his/her own auto insurance deductible and claim.

IV. Indemnification and Hold Harmless

In further consideration of my being permitted to participate in activities associated with the Mynix Badminton club and affiliated with MMAC, I, for myself and for my executors, personal representatives, heirs and assigns, hereby assume full responsibility for the risks, foreseen or unforeseen, of property damage, injuries, or death to myself or to others arising out of my participation. I agree to indemnify and hold harmless the Released Parties from all claims, demands, damages, costs, expenses, actions and causes of action, present or future, including but not limited to costs of medical treatment and reasonable attorneys' fees, that may accrue to any person or entity as a result of any property damage, injuries, or death, caused by me or arising out of my participation in activities associated with the Mynix Badminton Club and affiliated with MMAC.

V. Severability

I expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the Province of Quebec and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

VI. Acknowledgment of Understanding

I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to bring legal action or assert a claim against MMAC. I acknowledge that by submitting this form, I am signing the agreement freely and voluntarily and affecting a complete and unconditional release of all liability to the greatest extent allowed by law.

Name (Last, First) in Print: _____, _____

Signature: _____

Date: ____/____/____ **Phone Number:** _____