

FAB Girls 5 KM Challenge Program- Participation and Legal Agreement

Part 1 - Consent to Medical Treatment

I, on behalf of my minor child/ward participant, give permission to the coaches, volunteers, agents or other representative of **Fit Active Beautiful Foundation** to make decisions concerning medical care and treatment, and where necessary to authorize such care and treatment.

I understand that the coaches, volunteers, agents or other representatives of Fit Active Beautiful Foundation will make every reasonable effort, in the circumstances, to contact the emergency contact or me using the contact information provided in this form regarding my minor child's/ward's medical status if medical care or treatment is required. In the event that the emergency contact person or I cannot be reached, I hereby give my permission to the licensed physician, dentist, athletic therapist, nurse or other medical professional whose services might be required to provide medical care or treatment.

By signing on page 3, I indicate that I have the understanding and capacity to communicate health care directives for myself or my minor child/ward and that I am fully informed as to the contents of this document and understand the full impact of this grant of power to the officials, coaches and volunteers of the FAB Girls 5 KM Challenge.

Part 2 - Release and Indemnity

IN CONSIDERATION of allowing my minor child/ward to participate in the programs, activities and events of the **FAB Girls 5 KM Challenge sessions**, **I AGREE and I ASSURE TO YOU THAT:**

1. I am the parent/guardian of the participant having full legal responsibility for decisions regarding the participant.
2. I believe that my minor/ward is physically, emotionally and mentally able to participate in the FAB Girls 5 KM Challenge sessions.
3. I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the FAB Girls 5 KM Challenge sessions. The risks, dangers and hazards include, but are not limited to injuries from:
 - a. Executing strenuous and demanding physical techniques;
 - b. Vigorous physical exertion, strenuous cardiovascular workouts, rapid movements and quick turns; which may result physical reactions such as bruises, broken bones, abnormal heartbeats and blood pressure, and in rare instances, even heart attacks;
 - c. Exerting and stretching various muscle groups;
 - d. Training on grass, turf, track, gym, pavement, sidewalks and other surfaces, including resulting bruises, broken bones, sprains, infections and rashes;
 - e. Falls due to uneven or irregular terrain or surfaces;
 - f. Bruises, cuts, breaks, dislocations and scrapes resulting from falling or colliding with trees, fences, wall, stands, equipment, other participants, other natural or manmade structures;
 - g. Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - h. Extreme weather conditions which may result in heatstroke, sunstroke or hypothermia;
 - i. Contact, colliding or being struck by other participants, spectators, vehicles, equipment or other natural or manmade structures;
 - j. Spinal cord injuries which may render my minor/ward permanently paralyzed;

- k. Travel to and from competitive events and associated non-competitive events (including but not limited to training locations, related fundraising events) which events are an integral part of the organization's activities;
- l. Becoming lost or separated from the coaches, guides, instructors or other participants;
- m. **Negligence on the part of the Organizers, including the failure of the part of the Organizers to safeguard or protect my minor child/ward from the risks, dangers, and hazards associated with the FAB Girls 5 KM Challenge.**

4. Furthermore, I am aware that:

- a. Injuries sustained to my minor child/ward can be severe;
- b. My minor child/ward may experience anxiety while challenging herself during FAB Girls 5 KM Challenge sessions;
- c. My minor child/ward may come into close contact with other participants, including the possibility of accidental and unexpected contact;
- d. The FAB Girls 5 KM Challenge sessions may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury or property loss;
- e. My minor child/ward's risk of injury is reduced if she follows all rules established for participation;
- f. My minor child/ward's risk of injury increases as she becomes fatigued.

I UNDERSTAND AND AGREE, on behalf of my child/ward, myself, my heirs, assigns, personal representative, and next of kin that my signing of this document constitutes that:

- 5. I am registering my child/ward willingly and my child ward is participating voluntarily in the FAB Girls 5 KM Challenge sessions;
- 6. **My minor child/ward has permission to walk home without supervision of the Organizers following each session.**
- 7. I agree that there are risks as described above and my child/ward may be exposed to some or all of these risks and hazards.
- 8. I agree to **accept all these risks and hazards** and be responsible for any injury, or other loss, which my minor child/ward might receive while participating in the FAB Girls 5 KM Challenge sessions.
- 9. If something happens to my minor child/ward, **I HEREBY RELEASE AND INDEMNIFY AND AGREE NOT TO SUE** the Organizers of responsibility for any claims, demands, actions and costs which might arise from my minor child's/ward's participation in the FAB Girls 5 KM Challenge sessions, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AND INCLUDING THE FAILURE ON THE PART OF THE ORGANIZERS TO SAFEGUARD OR PROTECT MY MINOR CHILD/WARD FROM THE RISKS, DANGERS, AND HAZARDS** associated with the FAB Girls 5KM Challenge sessions.
- 10. I understand "**Organizers**" as used throughout this document to mean: FIT ACTIVE BEAUTIFUL FOUNDATION, its respective directors, officers, members, employees, coaches, volunteers, officials, participants, agents, owners/operators of facilities, and representatives (the "Organization").
- 11. I understand that "**FAB Girls 5 KM Challenge sessions**" as used throughout this document includes regular training sessions for running, race events, fundraising events and any other program, event, or activity including but not limited to the schedule of events listed on schedule "A". I understand and agree that there may be opportunity for my daughter to participate in additional programs, activities and events (collectively "Events") not listed on schedule "A" that the Organizer's determine to be of benefit to the program and/or to my daughter, and that these Events are deemed to be included as part of the **FAB Girls 5 KM Challenge sessions** and are governed by, receive the benefit of, and subject to this Participation and Legal Agreement. I agree that notice of any such additional Events not listed on Schedule "A" may be delivered directly to my daughter and I agree to be deemed to have received such notice as of the date it is delivered to my daughter regardless of whether it is actually received by me.

Part 3 – Consent for Use of Images, Names, Results and Feedback

I hereby consent to collection and free use of my or my minor child/ward’s images, name, and athletic results. I further consent and agree that these images, names, and athletic results may be used by Fit Active Beautiful Foundation for future brochures, publications, web site, Facebook, or in other ways to promote its programs. I further understand that this consent may be withdrawn at any time, upon written notice. I give this consent voluntarily.

I also give consent for my daughter to participate in group discussions and complete surveys for the purpose of program evaluation. Information collected in through these discussions and surveys will be kept confidential. The decision to/or not to participate in discussions and complete surveys will not affect program participation.

(Should you prefer that we do not use your minor child/ward's images or post her/his results or have her participate in feedback surveys or discussions, please contact our Privacy Officer, Sharon Gallant, at 905-572-0955.)

ACKNOWLEDGEMENT

By signing your name as parent/guardian below, **you agree that you are the parent or legal guardian of the participant being registered and to be bound by this Participation and Legal Agreement even if you have not read the Agreement.**

Specifically, you acknowledge that you HAVE READ AND AGREE to be bound by:

- Part 1- Consent to Medical Treatment.
- Part 2 - Release and Indemnity - paragraphs 1 – 11 inclusive.
- Part 3 - Consent for Use of Images, Names, and Results.

I agree by signing this document that I waive certain legal rights including the right to sue or claim compensation following an accident.

I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Participant’s Name

Parent/Guardian Name

Signature

Date