



SYNERGY
Strength and Conditioning

CROSSFIT
SASKATOON

SYNERGY Strength CrossFit Saskatoon

#4 – 420 Lauriston Street

P.O. Box 37028 North Park RPO

Saskatoon, SK S7K 8J2

Phone: (306) 979-9348

Email: info@synergystrength.ca

Web: www.synergystrength.ca

Waiver and PAR-Q

CONTACT INFORMATION

First Name: _____ Last Name: _____ Company: _____
Phone Number(s): _____ Birth date: (MM/DD/YYYY): _____ Gender: M / F
Address: _____ City: _____ Province: _____ Postal Code: _____
Email: _____ How did you find out about us?: _____

ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER AND INDEMNITY AGREEMENT AND PAR-Q.

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING THIS DOCUMENT, YOU ARE AGREEING TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

I acknowledge and agree that:

- I will follow all instructions and directions (if any) that may be provided to me by Synergy during training programs;
- I may be allowed to access Synergy's facilities at any time and, at certain times, there may be no supervision or assistance available to me. I understand that if I am injured, become unconscious, or suffer a stroke or heart attack, there may be no one to respond to my emergency and that Synergy has no duty to provide any assistance to me.
- I will provide Synergy with an honest and accurate description of my level of physical fitness, health, nutrition, use of medication, medical history, and current physical, mental, and medical condition. If I answer "yes" to one or more questions on the attached PAR-Q form, I will consult with my physician prior to commencing athletic activities with Synergy.
- I consent to receive first aid and medical treatment from Synergy in the event of an accident, injury or illness during athletic activity. If I have provided medication to Synergy, I consent to receive such medication and I consent to Synergy administering such medication to me.
- Synergy may videotape, audiotape, or photograph me for instructional and promotional purposes without payment of any kind to me and without further notice to me or permission from me;
- I understand that having my child(ren) present while I am using Synergy's facilities, participating in or watching Synergy's activities, or being present on Synergy's premises, is at my own risk, and that I am solely responsible for supervising my child(ren) during such times.

ASSUMPTION OF RISKS

I understand that by participating in the training programs provided by Synergy, I will be exposed to many risks, dangers and hazards which could result in physical injury, death, damages or other losses to me. Some of these risks, dangers and hazards include, but are not limited to:

- Health:** overexertion, dehydration, fatigue, and various injuries caused by my lack of fitness or conditioning;
- Premises:** defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, equipment or persons;
- Use of Equipment:** mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by Synergy to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability;
- Advice:** negligent advice regarding training programs; and
- My conduct and the conduct of others:** I understand that my negligence, and the negligence of others, including the **NEGLIGENCE OF SYNERGY**, may increase my risk of damage, loss, personal injury or death. I understand that Synergy may fail to safeguard or protect me from the risks, dangers and hazards of training programs, some of which are referred to above.

Despite the risks, dangers and hazards associated with participating in training programs, and fully understanding the nature and extent of such risks, dangers and hazards, I wish to participate in training programs with Synergy, and I **FREELY ACCEPT AND FULLY ASSUME** all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting from such training programs.

For Office Use Only

ACTION ITEMS: Signed up for: Drop-in / Bring a Friend / On Ramp / PT / None (circle one) Need to contact for appointments: Yes / No

Notes: _____

Completed by: _____ Date Completing This Form _____



Waiver and PAR-Q

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNIFICATION

In consideration of Synergy allowing me to participate in training programs and to use its equipment, facilities and services, I agree that:

1. **I WAIVE ANY AND ALL CLAIMS** that I now have, or may in the future have, against Synergy **AND I RELEASE SYNERGY** from any and all liability for any loss, damage, expense or injury (including death) that I, or my next-of-kin, may suffer as a result of my participation in training programs, **DUE TO ANY CAUSE WHATSOEVER** including, but not limited to:
 - a. negligence on the part of Synergy;
 - b. breach of contract by Synergy;
 - c. breach of warranty by Synergy in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
 - d. breach of any statutory or other duty of care on the part of Synergy; and
 - e. the failure by Synergy to safeguard or protect me from the risks associated with training programs; and
2. **I WILL INDEMNIFY SYNERGY FROM, AND COMPENSATE SYNERGY FOR,** any and all liability that Synergy may incur for any damage, loss, expense or injury to any third party resulting from my participation in training programs.

In the event that I die or become unable to make my own decisions, I agree that this Agreement will remain binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives (collectively, my “Heirs”).

INSURANCE: I understand that Synergy does not provide me with any disability, accident, liability or medical insurance or compensation in the event that I become injured or cause personal injury or property damage to any third party while participating in training programs.

JURISDICTION: This Agreement and any rights, duties and obligations as between Synergy and I shall be governed by and interpreted solely in accordance with Saskatchewan law. Any litigation involving Synergy and I must be brought solely within Saskatchewan and shall be within the exclusive jurisdiction of the Courts of Saskatchewan.

I acknowledge that, in entering into this Agreement I am not relying on any oral or written representations or statements made by Synergy with respect to the safety of training programs other than what is set forth in this Agreement.

DEFINITIONS

I understand that in this Agreement, the following terms have the following meanings:

- a. **“Synergy”** means Crossfit Saskatoon Inc., operating under the registered business name “Synergy Strength and Conditioning”, and includes its directors, owners, employees, independent contractors, trainers, instructors, agents, volunteers, servants, representatives, successors and assigns; and
- b. **“training programs”** includes all activities, programs, events, classes, and services provided, sponsored or organized by Synergy including, but not limited to: fitness classes; personal training; weight training; sporting events; use of strength training and fitness conditioning equipment, machines and facilities; nutritional and dietary programs; health, wellness and fitness assessments; orientation or instructional sessions or lessons; and all other such related activities.

TO BE COMPLETED BY PARTICIPANT:

I have read and understood this agreement, and **I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS MAY HAVE AGAINST SYNERGY.**

Signed this _____ day of _____, 20 _____ at _____, Saskatchewan

Participant Signature _____ Participant Name (print) _____

TO BE COMPLETED IF PARTICIPANT IS NOT 18 YEARS OLD:

I am the legal parent or guardian of the Participant and I am at least 18 years old. I have read and understood this agreement, and **I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS MAY HAVE AGAINST SYNERGY.**

Signed this _____ day of _____, 20 _____ at _____, Saskatchewan

Parent or Guardian Signature _____ Parent or Guardian Name (print) _____



Waiver and PAR-Q

Physical Activity Readiness Questionnaire (PAR-Q) and You

Regular physical activity is fun and healthy, and increasingly more people are starting to become more active every day. Being more active is very safe for most people. However, some people should check with their doctor before they start becoming much more physically active.

If you are planning to become much more physically active than you are now, start by answering the seven questions in the box below. If you are over 69 years of age, and you are not used to being very active, check with your doctor.

Common sense is your best guide when you answer these questions. Please read the questions carefully and answer each one honestly:

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	1. Has your doctor ever said that you have a heart condition <u>and</u> that you should only do physical activity recommended by a doctor?
<input type="checkbox"/>	<input type="checkbox"/>	2. Do you feel pain in your chest when you do physical activity?
<input type="checkbox"/>	<input type="checkbox"/>	3. In the past month, have you had chest pain when you were not doing physical activity?
<input type="checkbox"/>	<input type="checkbox"/>	4. Do you lose your balance because of dizziness or do you ever lose consciousness?
<input type="checkbox"/>	<input type="checkbox"/>	5. Do you have a bone or joint problem that could be made worse by a change in your physical activity?
<input type="checkbox"/>	<input type="checkbox"/>	6. Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure or heart condition?
<input type="checkbox"/>	<input type="checkbox"/>	7. Do you know of <u>any other reason</u> why you should not do physical activity?
YES to one or more questions		
If You answered:		
Talk to your doctor by phone or in person BEFORE you start becoming much more physically active or BEFORE you have a fitness appraisal. Tell your doctor about the PAR-Q and which questions you answered YES. <ul style="list-style-type: none">○ You may be able to do any activity you want – as long as you start slowly and build up gradually. Or, you may need to restrict your activities to those which are safe for you. Talk with your doctor about the kinds of activities you wish to participate in and follow his/her advice.○ Find out which community programs are safe and helpful for you.		
NO to all questions		
If You answered:		
If you answered NO honestly to <u>all</u> PAR-Q questions, you can be reasonably sure that you can: <ul style="list-style-type: none">○ Start becoming much more physically active – begin slowly and build up gradually. This is the safest and easiest way to go.○ Take part in a fitness appraisal – this is an excellent way to determine your basic fitness so that you can plan the best way for you to live actively.		
Delay becoming much more active: <ul style="list-style-type: none">○ If you are not feeling well because of a temporary illness such as a cold or a fever – wait until you feel better; or○ If you are or may be pregnant – talk to your doctor before you start becoming more active.		
Please note: If your health changes so that you then answer YES to any of the above questions, tell your fitness or health professional. Ask whether you should change your physical activity plan.		

Informed use of the PAR-Q: The Canadian Society for Exercise Physiology, Health Canada, and their agents assume no liability for persons who undertake physical activity, and if in doubt after completing this questionnaire, consult your doctor prior to physical activity.

I have read, understood and completed this questionnaire. Any questions I had were answered to my full satisfaction.

Name: _____

Date: _____

Signature: _____

Signature of Parent or Guardian (for participants under the age of majority): _____