

## Participant Agreement, Release and Assumption of Risk

In consideration of the services of **Noodlelegs Health and Fitness LTD**, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf, I hereby agree to release, indemnify, and discharge **Noodlelegs Health and Fitness LTD**, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that urban poling entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the hazards of walking on uneven terrain; slips and falls; the forces of nature, including lightning and rapid weather changes; the risk of exposure to insect bites; the risk of cold including hypothermia; my own physical condition, and the physical exertion associated with this activity.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless **Noodlelegs Health and Fitness LTD** from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of **Noodlelegs Health and Fitness LTD** equipment or facilities, including any such claims which allege negligent acts or omissions of **Noodlelegs Health and Fitness LTD**.
4. Should **Noodlelegs Health and Fitness LTD** or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against **Noodlelegs Health and Fitness LTD**, I agree to do so solely in the province of **British Columbia**, and I further agree that the substantive law of **British Columbia** shall apply in that action without regard to the conflict of law rules of **British Columbia**. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against **Noodlelegs Health and Fitness LTD** on the basis of any claim from which I have released it herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of participant \_\_\_\_\_ Date: \_\_\_\_\_

Print name \_\_\_\_\_

Signature of witness \_\_\_\_\_ Date: \_\_\_\_\_

Print name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_