

RECREATIONAL & PARTICIPANT CONSENT

NOTE: IF REQUESTED INFORMATION IS NOT PROVIDED, THE APPLICANT WILL NOT BE PERMITTED TO PARTICIPATE AT AXIS FREESTYLE ACADEMY.

PLEASE PRINT CLEARLY IN INK OR TYPE.

NAME OF PARTICIPANT(S)			
First Name	Last Name	E-Mail Address	Birthdate: DD/MM/YY
			/ /
			/ /
			/ /
			/ /
FULL ADDRESS			PHONE NUMBER
CITY/TOWN	PROVINCE	POSTAL CODE	ALLERGIES
NAME OF PARENT/GUARDIAN (IF UNDER 18)		RELATIONSHIP	
E-MAIL ADDRESS			
IN THE CASE OF AN EMERGENCY INVOLVING THE PARTICIPANT, PLEASE CONTACT ONE OF THE FOLLOWING INDIVIDUALS			
NAME			PHONE NUMBER
RELATIONSHIP			

Basic First Aid will be administered and the ambulance will be called as required. The parent/guardian will be contacted first via phone and the participant will be transported to **Mackenzie Health Hospital** located at **10 Trench St, Richmond Hill, ON L4C 4Z3**

RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
Parent or legal guardian must accept on behalf of child under 18 years of age.

**RELEASE OF LIABILITY AGREEMENT, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY AGREEING TO THE TERMS OF THIS DOCUMENT YOU WILL WAIVE
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY!**

The following assumptions of risk, consents, waivers and releases of liability, form part of a LEGAL BINDING document. By signing this document you will waive certain legal rights, including the right to sue or claim compensation following an accident. PLEASE READ CAREFULLY and DO NOT SIGN if you are unsure of the content and consequences

AWARENESS AND ASSUMPTION OF RISK

I am aware the activities at Axis Freestyle Inc's facility involves many risks including risk of personal injury, death, property damage, expense and related loss, including loss of income. Included in these risks are negligence on the part of AXIS FREESTYLE INC., its directors, officers, officials and volunteers, other participants and owners of the facilities where the activities occur (referred to in the rest of this agreement as "AXIS FREESTYLE" and all of its affiliated organizations, sponsors and companies, each of their respective insurance carriers, agents, employees, representatives, assignees, members, managers, officers, directors, and shareholders for any and all liability and/or claims for injury or death or damage to property arising in any way from any activity on the premises of Axis Freestyle or during an activity organized, run or sponsored by Axis Freestyle off the premises. Reference to activity or activities in this Release include, but are not limited to, Skiing, Snowboarding, Skateboarding, Lessons or Instructions, Gymnastics, Conditioning, Crossfit, Exercises, Interactions with Axis Freestyle Employees, Field Trips, Camps, Rental of Axis Freestyle Facilities and Equipment, using features (including but not limited to the Launcher, the Foam Pit, the Rail and Jib Park, the Training floor, the Jump Wall, and Trampolines), competitions, events, and all other activities on Axis Freestyle's premises, or off the premises that are organized, run or sponsored by Axis Freestyle.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Axis Freestyle agreeing to participation in this activity and permitting my use of their equipment, parking and other facilities, I agree:

1. To waive any and all claims that I may have in the future against AXIS FREESTYLE.
2. To release the AXIS FREESTYLE from any and all liability for any personal injury, death, property damage, expense and related loss, including loss of income that I or my next of kin may suffer as a result of participation in this activity, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory duty of care, including failure on the part of AXIS FREESTYLE to take necessary steps to safeguard me from the risks, hazards and dangers of participating in these activities
 - a) SERIOUS INJURY and/or FATALITY from the above-mentioned Events includes but is not limited to: (i) sprains; (ii) strains; (iii) fractures; (iv) heat and cold injuries; (v) over-use syndrome; (vi) physical and emotional distress, (vii) injuries involving mechanical devices or features, (viii) accidents involving, but not limited to climbing, running, jumping, sliding, falling; (ix) heart attack, (x) brain damage, and (xi) the potential for permanent paralysis and/or death.
 - b) While particular rules, equipment, and personal discipline may reduce this risk, the risk of Serious Injury or Death continues to exist.
3. To hold harmless and indemnify AXIS FREESTYLE from any and all liability for any damage to property of, or personal injury to, any third party, resulting from participation in these activities.
4. That this agreement is binding on not only myself but my next of kin, heirs, executors, administrators and assigns.
5. In entering this release agreement I am not relying on any oral or written representations or statements made by AXIS FREESTYLE with respect to the safety of participating in these activities other than what is set forth in this release agreement.
6. I am satisfied that I have been fully informed about the activities and events that I will be participating in, and knowingly and freely accept all responsibilities and risks, both KNOWN and UNKNOWN for my participation in the facility.
7. I voluntarily agree to comply with the stated and customary terms and conditions for participation. If, however, I observe an unusual and /or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest employee, official, or agent of AXIS FREESTYLE.
8. I acknowledge that AXIS FREESTYLE may, at its discretion, revoke the participants privileges to attend at the premises of AXIS FREESTYLE, to use AXIS FREESTYLE and equipment and to participate in the programs and activities offered.
9. I further agree to indemnify, defend and hold harmless Releases from any loss, liability, cost, claim or damages arising from my participation in or association with Events organized and sponsored by AXIS FREESTYLE or connected with the Events.

PARTICIPANT CONSENT AGREEMENT

1. I warrant that the participant named on this form is physically fit to participate in this facility.
2. I understand that AXIS FREESTYLE has tried to create a safe and controlled environment for participation and that the club has established rules for participation on and about the training features that must be followed by the participant. I understand that failure to comply with any of the policies and rules of AXIS FREESTYLE may result in the suspension or termination of membership.
3. I hereby give permission for emergency medical treatment to be administered to the named participant, and hereby release and indemnify AXIS FREESTYLE from any and all liability or claims arising out of such treatment.
4. I hereby, where applicable, give permission for my son or daughter (or person to whom I am the legal guardian) to participate in this facility.
5. It is understood that whenever reasonably possible, relatives will be contacted and informed of the problem, diagnosis, treatment required and anticipated medical results.
6. I hereby, where applicable, give permission for my son or daughter (or person to whom I am the legal guardian) to participate in this facility.
7. I agree that this Release covers all activities and each and every time I am at Axis Freestyle or doing any activity organized, run or sponsored by Axis Freestyle
8. I agree to fully defend, indemnify, and hold harmless Axis Freestyle from any lawsuits or claims brought by any third persons that involved, in any manner, my actions or inactions.
9. By signing this, I represent that I am at least 18 years of age, or, that my parent or legal guardian is also signing this document along with me. If I am signing as the parent or legal guardian, I represent that I am the legal parent or legal guardian of the minor participant.
10. If I am signing as the parent or guardian, I agree that I am the legal parent or legal guardian signing this on behalf of the minor participant. I further agree that both I and the minor participant are bound by all the terms of this Release.

WARNING AND ASSUMPTION OF RISK, GRANT OF PERMISSION, RELEASE OF IMAGES AND LIKELESS

1. I understand that there are inherent risks associated with publication of my photograph, audio and image of personal likeness on the Internet, in video and in publications. These risks may include but not limited to identity theft and wrongful assumption by others of my identity or danger to myself. I agree to assume these risks, whether known or unknown to me of permitting publication of my photograph, image of personal likeness and or personal audio on the internet, in publications or in videos.
2. I irrevocably grant unlimited permission to AXIS FREESTYLE to use, reproduce, sell and distribute any and all photographs, images, videos, motion pictures, recordings or any other depiction of any kind of me of my participation in the facility or events, or related activity for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore.
3. I hereby irrevocably and absolutely grant permission to AXIS FREESTYLE to film, videotape and record gratis the performance of the above named participant in the aforementioned Events and subsequently telecast, sell, distribute and otherwise utilize the same in whatever manner Releasees shall deem appropriate. Such permission shall include granting the unlimited and irrevocable right to AXIS FREESTYLE without any compensation of any kind to me, to use, reproduce and broadcast my name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection to the Events without compensation of any kind to me. I acknowledge that AXIS FREESTYLE and their representatives shall have the unlimited right throughout the world of copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about me and all or any portion of the Event in which I may appear on and all radio, network cable, and local television programs and in any print materials and in any other format or media (including electronic media) now known or hereinafter devised in perpetuity and without compensation to me. In consideration and in return for being allowed to participate in Events, I release and agree not to sue AXIS FREESTYLE from all present and future claims regarding my participation in the Events that may be made by me, my family, heirs or assigns.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the AXIS FREESTYLE INC. accepting my, or Participant's, if applicable, application for a season pass and permitting my use, or Participant's use of its runs and freestyle terrain, launcher, foam pit, trampolines parking and other facilities I hereby agree for myself and, if applicable, on behalf of Participant, as follows:

I. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have, or that Participant has or may in the future have, against AXIS FREESTYLE Inc., and each of their parent, subsidiary and affiliated entities and their respective directors, officers, employees, agents, representatives, successors and assigns (all of whom are hereinafter collectively referred to as 'THE RELEASEES'), and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I/Participant may suffer, or that my/Participant's next of kin may suffer resulting from either my/Participant's use of or my/Participant's, presence on the Facilities or travel beyond the ski area boundary, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME/PARTICIPANT FROM THE RISKS, DANGERS AND HAZARDS OF SKIING AND SNOWBOARDING REFERRED TO ABOVE;**

WARNING:

IMPACT, FLIPPING, AND OTHER ACTIVITIES CAN RESULT IN SERIOUS OR FATAL HEAD INJURY, PARALYSIS, FRACTURE, AND SERIOUS INJURY.

DO NOT ATTEMPT ANY SKILL OR ACTIVITY OUTSIDE YOUR OWN LIMITATIONS, ABILITIES OR SKILL LEVEL. ALL TRAINING FEATURES INVOLVE INHERENT RISK, PARTICIPATE WITH EXTREME CAUTION AND AT YOUR OWN RISK.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I CONFIRM THAT I HAVE HAD THE OPPORTUNITY TO OBTAIN LEGAL ADVICE BEFORE SIGNING THIS ACKNOWLEDGEMENT AND WAIVER AND HAVE CHOSEN NOT TO DO SO.

If I am signing this Agreement on behalf of my child, I confirm that I have assessed the risks associated with Axis Freestyle activities, in light of the specific abilities and circumstances of my child, and I VOLUNTARILY ALLOW MY CHILD TO PARTICIPATE in Axis Freestyle trampoline and other activities despite the risks. I therefore agree that if my child is injured during Axis Freestyle trampoline and other activities, I will accept all responsibility and liability for such injuries.

If I am signing this Agreement on behalf of a child, I confirm that I am the child's parent or legal guardian, or that I otherwise have legal authority to sign this Agreement on behalf of the child.

I confirm that have read or have had sufficient opportunity to read this entire Agreement, have understood the terms of this Agreement, and AGREE TO BE BOUND by the terms of this Agreement.

Executed on _____, 20____

Print Name of Participant

Signature of Participant

Print Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian