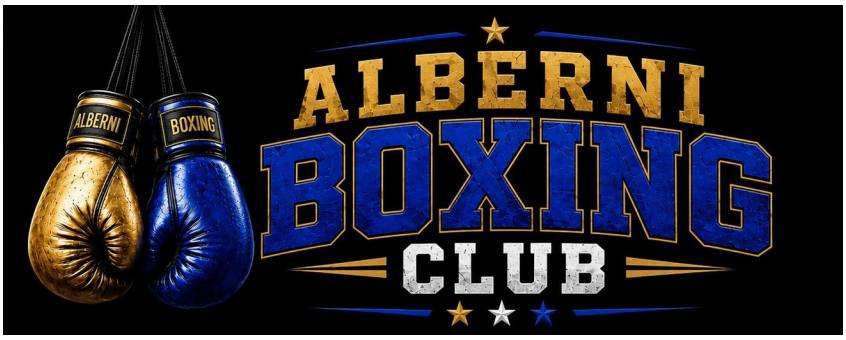

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY.

1. Who this agreement protects

In this agreement, the "Releasees" are: Alberni Boxing Club and Brian Adler, who operates it; its owners, directors, officers, coaches, instructors, employees, volunteers, agents and representatives; Del Rio Academy and the owners, operators and staff of any facility where club activities take place; and the successors and assigns of all of them.

2. Activities covered

This agreement covers all Alberni Boxing Club activities, including boxing and fitness classes, private training, bag and pad work, conditioning, partner drills, technical sparring and sparring, competitions, events, and use of the facilities and equipment (the "Activities"). It applies to every visit, now and in the future.

3. Risks

I understand that boxing is a combat sport and that the Activities involve serious risks, dangers and hazards, including:

- blows to the head and body, which can cause concussion, brain injury, and injury from repeated blows, some of which may not show symptoms right away;
- cuts, bruises, sprains, strains, dislocations and broken bones, including to the nose, jaw, ribs, hands and wrists;
- injuries to the eyes, teeth, ears and neck;

- heart attack, heat illness, dehydration, fainting and overexertion;
- slips, trips and falls, and contact with ropes, walls, floors, equipment and other people;
- failure, misuse or improper fit of gloves, headgear, mouthguards, wraps, bags or other equipment;
- the actions of other participants, including a partner hitting harder than agreed;
- illness or infection from shared equipment and close contact;
- permanent disability, paralysis and death.

THESE RISKS INCLUDE THE NEGLIGENCE OF THE RELEASEES, INCLUDING FAILURE TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS DESCRIBED ABOVE.

Initials: _____

4. My responsibilities

- I will tell a coach about any medical condition, injury, medication or recent concussion before I take part.
- I will follow all coach instructions and club safety rules.
- I will wear hand wraps and a mouthguard for bag, pad and partner work, and approved headgear and gloves whenever I spar.
- I will only spar when a coach has approved it and is supervising.
- I will stop right away and tell a coach if I feel dizzy, confused, sick, or hurt.
- If a concussion is suspected, I will stop for the day and will not return to contact training until a doctor has cleared me in writing.
- I confirm I am physically able to take part, and I have been advised to get medical clearance from my doctor before starting.

5. Assumption of risk

I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING FROM THEM.

6. Release and waiver

In consideration of being allowed to take part in the Activities, I agree:

(a) TO WAIVE ANY AND ALL CLAIMS I HAVE OR MAY IN THE FUTURE HAVE AGAINST THE RELEASEES, AND TO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, THAT I MAY SUFFER, OR THAT MY NEXT OF KIN MAY SUFFER, AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES, 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 (BRITISH COLUMBIA), ON THE PART OF THE RELEASEES;

(b) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY PROPERTY DAMAGE, LOSS OR PERSONAL INJURY TO ANY THIRD PARTY RESULTING FROM MY PARTICIPATION IN THE ACTIVITIES;

(c) THAT THIS AGREEMENT IS BINDING ON ME, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES.

Initials: _____

7. Medical treatment

If I am injured or become ill, I consent to first aid and to emergency medical treatment by qualified personnel, and to being taken to hospital. Any costs are my responsibility.

8. Personal information

The club collects my information to run my membership and to contact me or my emergency contact. It will not be sold or shared for any other purpose without my consent.

9. General

This agreement is governed by the laws of British Columbia, and any dispute will be dealt with only by the courts of British Columbia. If any part of this agreement is found invalid, the rest remains in full force. This agreement is intended to be as broad and inclusive as permitted by law.

10. Confirmation

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT I AM AT LEAST 19 YEARS OF AGE, THAT I

HAD THE CHANCE TO ASK QUESTIONS AND GET INDEPENDENT LEGAL ADVICE, AND THAT I AM SIGNING IT FREELY. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Participant details

Full name _____

Date of birth _____

Address _____

Phone _____

Email _____

Emergency contact name

_____

Emergency contact phone

_____

Medical conditions, injuries, medications

_____

_____

Photo and video (optional)

☐ Yes, the club may use photos or video of me on its website and social media. I can withdraw this at any time by telling the club.

☐ No, please don't use my image.

Signature (participant 19 or older)

Signature _____

Date _____

Witness name _____

Witness signature _____

PARTICIPANTS UNDER 19: PARENT OR GUARDIAN CONSENT, ACKNOWLEDGEMENT OF RISK AND INDEMNITY

I am the parent or legal guardian of the participant named below. I have read this entire agreement, including the description of the risks. I understand those risks and I consent to my child taking part in the Activities.

- I confirm my child is physically able to take part, and I will tell a coach about any medical condition, injury or recent concussion.
- I understand my child will only spar when a coach has approved it and is supervising, and that I may tell the club at any time that my child must not spar.
- I consent to first aid and emergency medical treatment for my child.

I AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, LIABILITIES AND COSTS, INCLUDING LEGAL COSTS, BROUGHT BY OR ON BEHALF OF MY CHILD OR ANY OTHER PERSON ARISING FROM MY CHILD'S PARTICIPATION IN THE ACTIVITIES, INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OF THE RELEASEES.

Child's full name _____

Child's date of birth

_____

Medical conditions, injuries, medications

_____

Emergency contact name + phone

_____

☐ Yes, the club may use photos or video of my child on its website and social media. I can withdraw this at any time.

☐ No, please don't use my child's image.

Parent/guardian name

_____

Relationship + phone

_____

Signature _____

Date _____