STRONGNASTICS
UNLEASH YOUR SUPERHUMAN

# STRONGNASTICS INC. ONE DAY CAMP (AUGUST 23, 2025)

*RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT*

I understand that this document/online waiver affects my legal rights, and that by signing below I acknowledge that I have read and understood the disclosure of risks, voluntarily accept those risks, and agree to be bound by all terms and conditions of this agreement. PLEASE READ CAREFULLY!

In consideration of the services provided by Strongnastics Inc. *("the Company")* and of the permission granted by the Company and its services to use Kawartha Gymnastics Club, Peterborough, Ontario *("the Host Gym")* property, facilities, and to participate in gymnastics and fitness related activities (including but not limited to trampoline, foam pit, tumble track, bars, beam, rings, and all gymnastics apparatus) *(the "Activities"),* I, on behalf of myself, irrevocably agree to the following terms and conditions:

**General Release and Waiver of Liability.** I, voluntarily release and forever discharge and agree not to sue the Company or its agents, shareholders, employees, representatives, managers, owners, officers, directors, principals, volunteers, participants, insurers, facility operators, visitors, lessors, predecessors, affiliates, relater parties, controlled or subsidiary organizations, successors, assigns, equipment suppliers and manufacturers, trainers, intellectual property holders, or any other persons or entities acting in any capacity on the Company's behalf (hereinafter collectively referred to as the "Protected Parties") from liability for any and all claims, demands, suits, losses, personal injuries (including death), debts, proceedings, costs, expenses, damages, property damage and loss, settlement amounts and liabilities, judgments, actions or causes of actions, whatsoever or howsoever, including and any and all costs and expenses in connection therewith, including legal fees and costs of investigation (collectively the "Claims") connected with or arising from my participation in The Company's event.

I understand that this release of liability will prevent any of the Releasing Parties, including me, from bringing any lawsuit or making any claim for personal injury, damages or death connected with participating in the Activities or using the Host Gym's facilities.

**(A) Acknowledgement of Risks.** I understand that my participation in the Activities involves known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me or to third parties. Such risks (the "Risks") include, but not limited to:

- the risks inherent in the Activities, including but not limited to slipping and falling, collisions with fixed objects and/or other participants, falling off equipment, unexpected failure of equipment, over-exertion, double bouncing, failed attempted jumps and stunts, and sustaining lacerations or contracting any illnesses from contact with equipment and/or flooring surfaces in the Company, Host-Gym, or any bacteria or viral infections that is picked up at the Host Gym;
- the negligent acts or omissions of the Protected Parties, or their agents or employees; *defects in the Host Gym facilities;
- improper or inadequate instruction or supervision regarding the Activities or use of the Host Gym facilities;
- the behavior of other participants in the Activities; * accidents or incidents in the Host Gym facilities; and
- first aid, emergency treatment or services rendered or failed to be rendered by the Protected Parties or their agents or employees.

**Possible injuries include, but are not limited to, bruises, sprains, scrapes, contusions, lacerations, broken bones, eye injuries, torn ligaments, joint injuries, weakening of growth plates, stunted growth following fractures, internal injuries, brain injuries and concussions, permanent disabilities, broken back, broken neck, paralysis, heart attack, and death.*

I understand and acknowledge that the above lists are not complete or exhaustive, and that other known or unanticipated risks may also result in injury, death, illness or damage to me, to or to our property.

I understand and acknowledge that it is the Company's policy that its Participants follow all rules and safety guidelines outlined by Company and Host Gym staff.

**Assumption of Risks.** After being fully informed of the above risks, I, on my own behalf and, to the fullest extent allowed by law, on behalf of all Releasing Parties, expressly agree and promise to accept and assume all known and unanticipated risks associated with participation in the Activities and use of the Host Gym's facilities, including the Risks listed above, and I voluntarily elect to participate in the Company's Activities and use the Host Gym's facilities.

I agree that there are certain risks inherent in the Activities that cannot be avoided or eliminated, and that by signing this form I am giving up my right to recover from the Protected Parties in a lawsuit or other proceeding for any damages, including personal injury or death to me, that results from such risks, including the Claims. I understand that I have the right to refuse to sign this form, and the Company has the right to refuse to let me participate if I do not sign this form.

**Indemnification Agreement.** I hereby agree to hold harmless, discharge, indemnify and defend the Protected Parties from and against any and all Claims, (including claims brought by any of the Releasing Parties), arising out of or connected with my participation in the Activities or use of the Host Gym's facilities, regardless of whether the Claims are the result of the negligent acts or omissions of myself, the Protected Parties, or third parties, including other participants in the Activities. Such indemnity obligation shall include, but not be limited to, any Claim, action or proceeding that alleges that I negligently or intentionally caused any injury, death or damage to other participants in the Activities or other third parties at the Company.

**Release of Rights to Audio, Video and Photographic Images.** I hereby grant the Company on behalf of myself the irrevocable right and permission to photograph and/or record me in connection with the Activities and the Host Gym and to use the resulting photographic images, audio or video for all purposes, including advertising and promotional purposes, in any manner and in any media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration, and without any reimbursement of any kind. On my behalf, I waive any right to inspect or approve the use of any such photographic image, audio or video. I agree that the Company will be the exclusive owner of all rights, including but not limited to the copyrights, in and to the photographic images, audio and video and the results and proceeds of my participation hereunder.

**Certifications**. In order to assist the Company in effectively providing for the safety of me, I certify that:

I have no knowledge of any health problems that would cause participation in the Activities to negatively impact my health

I possess a sufficient level of physical fitness and skill to safely participate in the Activities, and I do not have any pre-existing physical or medical conditions that might be impacted or worsened by use of the Host Gym and Activities, including pregnancy, orthopedic problems, including heart problems or breathing problems

I will not use the Host Gym or participate in Company Activities while under the influence of any drugs, alcohol or medications that may impair our physical activities or judgment.
I agree to follow all safety rules of the Company and Host Gym and to alert the Company staff / contractors to any rule violations or dangerous behavior of other participants

I understand that my failure or refusal to abide by the safety rules of the Company or Host Gym or by instructions and directions of Company staff / contractors can lead to the immediate revocation of my right to use the Host Gym or Company Activities, without any right to refund of any payments made
I will inform Company staff / contractors immediately if I feel any unusual discomfort while participating in the Activities and will immediately stop participation in the Activities.

I am aware that Company staff / contractors may need to end my participation in the Activities if my actions present a danger to myself or others.

I authorize the Company staff / contractors to administer emergency first aid and CPR to myself when deemed necessary by the Company staff / contractors.

I authorize the Company staff / contractors to secure emergency medical care or transportation if deemed necessary by Company staff / contractors, and I agree to assume all costs of emergency medical care of transportation; if any.

I acknowledge that the Company encourages each participant to obtain medical clearance prior to participating in the Activities.

**Term of Agreement.** I understand that this agreement shall continue in effect and will be in full force and legal effect each day or visit of the Company event and Activities at the Host Gym. I agree that the Company may require me to sign a new agreement at any time as a requirement for my participation in the Activities.

**Legal Fees.** I promise to indemnify the Company for any legal fees and costs incurred by the Company to enforce this agreement, including costs associated with any collection efforts. If Company obtains a judgment against me pursuant to this agreement, prejudgment and post-judgment interest shall accrue thereon as allowed by applicable law.

**Governing Law; Venue; Dispute Resolution.** This agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario. I agree and acknowledge that any claim or dispute arising from or related to this agreement or the relationship of the parties in any respect thereto shall first be submitted to mediation, and that engaging in such mediation is a condition precedent to bringing any claim against the Company arising from or related to this agreement. If settlement is not reached within sixty (60) days after delivery of a written demand for mediation, such claim or dispute shall be submitted to and be settled by final and binding arbitration within one year of the date of this agreement and will be determined by binding arbitration before one arbitrator to be administered pursuant to the Arbitration Act (Ontario). I further agree that the arbitration will take place solely in the Province of Ontario and that the substantive law of Ontario shall apply. If, despite the representations made in this agreement, I or anyone on behalf of myself and/or my child/ward file or otherwise initiate a lawsuit, in addition to my agreement to defend and indemnify the Protected Parties, I agree: (I) that any litigation involving the parties to this agreement shall be brought solely within the Province of Ontario and shall be governed by the laws of Ontario, and (ii) to pay Protected Parties within 60 days of initiating or filing a lawsuit against Protected Parties liquidated damages in the amount of $5000 plus 12% interest per annum if payment is not made on time.

STRONGNASTICS
UNLEASH YOUR SUPERHUMAN

**Payment Agreement Acknowledgment:** By signing below, I acknowledge and agree to the following payment terms for participation in the Strongnastics Event scheduled August 23, 2025:

- Refunds: I acknowledge that a full refund may be provided up until July 23, 2025. A partial refund may be provided up until August 6, 2025. Beyond that, refunds will not be provided. Spot transfers are available (*see below*).

- Spot Transfer: Should circumstances arise that prevent my attendance, I am permitted to transfer my registration to another individual. I must provide Strongnastics with the name and contact details of the new participant, who will be required to sign our event waiver prior to securing the spot. Strongnastics may be able to recommend waitlist participants.

- I understand all terms listed in this document are part of my agreement to participate in the Strongnastics Camp and failure to adhere to them may result in the loss of my registration without refund.

**Entire Agreement; Severability.** I understand that this is the entire agreement between the undersigned and the Company, and that it cannot be modified or changed in any way by the representations or statements of the Company or its employees or agents or by the undersigned. This agreement supersedes any and all previous oral or written promises or agreements.

I understand and agree that this agreement is intended to be as broad and inclusive as permitted by the laws of the Province of Ontario and that if any portion thereof is held invalid, void or unenforceable, it is agreed that the remainder of the agreement will remain in effect and will continue in full legal force and effect.

**Effect of Agreement.** I have read the above and fully understand the terms of this agreement and I have either consulted a lawyer regarding the agreement or have elected not to do so. I am aware that by signing this agreement, I am giving up rights that I may have to bring a legal action or assert a claim against the Protected Parties on the basis of their negligent acts or omissions. I understand that by signing this agreement I may be found by a court of law to have forever waived my rights and the rights of the Releasing Parties to maintain any action against the Protected Parties on the basis of any claim from which I have released the Protected Parties. I am giving up these important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me. I have had reasonable and sufficient opportunity to read and understand this entire agreement. I unconditionally agree to the full terms, statements, warranties, notices, representations, waivers and releases contained in this agreement on behalf of myself and the Releasing listed below.

I am fully informed as to the contents of this consent and understand the full import of powers to Strongnastics Inc., solemnly declare that I am of legal age and have authority and capacity to bind myself and have executed this consent voluntarily. I understand that it is my responsibility to ensure that the information on this form is kept current and I will notify Strongnastics Inc. of any changes immediately.

Participant Full Name: _____

Participant Signature: _____

Participant Initials _____

Date: _____