

PARTICIPANT WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (“Agreement”)

WARNING: BY SIGNING THIS DOCUMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SHOULD YOU BE INJURED WHILE USING THE MACEWAN UNIVERSITY SPORT AND WELLNESS FACILITY

PLEASE READ CAREFULLY!

TO: THE BOARD OF GOVERNORS OF GRANT MACEWAN UNIVERSITY (the “University”)

NAME OF PARTICIPANT: _____
Please print clearly

ADDRESS OF PARTICIPANT: _____
Street/PO Box #, City and Postal Code

I wish to participate in the following initialed activities with MacEwan University Sport and Wellness (“Sport and Wellness”) at MacEwan University:

VO₂Max test on _____, 20_____.

In consideration of the acceptance of my entry to participate in a physical fitness and health appraisal:

1. I agree to comply with the rules and activity instruction of the Sport and Wellness and MacEwan University.
2. I understand and acknowledge that there may be particular risks, hazards and dangers associated with my participation in this activity, any one of which could result in my sustaining personal and/or bodily injury.
3. I accept that the normal hazards and risks associated with physical activity are those over which the Sport and Wellness and MacEwan University have no control.
4. I agree not to hold MacEwan University, or the directors, officers, employees or agents of MacEwan University (including the officers, employees or agents of the Sport and Wellness), responsible for injuries I have sustained in connection with my participation in the initialed activities.
5. I acknowledge that I do not knowingly have any medical condition that would prevent me from participating in the initialed activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the University allowing my participation in the Activity, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the University, and its board members, officers, instructors, employees, students, contractors, volunteers or agents arising out my participation in the Activity.

2. TO RELEASE the University, and its board members, officers, instructors, employees, students, contractors, volunteers or agents (collectively, the "Releasees") from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the Activity 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, RSA 1980 c. 0-3 AS AMENDED ON THE PART OF THE RELEASEES;

(initial here that you have read paragraph 2)

3. TO HOLD HARMLESS AND INDEMNIFY THE UNIVERSITY from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in the Activity; and

4. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the University other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE UNIVERSITY. I ACKNOWLEDGE THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO OBTAIN LEGAL ADVICE ABOUT THE TERMS OF THIS DOCUMENT.

Signed this _____ day of _____, 20____

SIGNATURE OF PARTICIPANT

SIGNATURE OF WITNESS

Print Witness Name

This agreement must be completed in full, signed, dated, witnessed and paragraph 2 must be initialled before the participant may participate in the activity.

The personal information requested on this form is collected under s.33(c) of the *Freedom of Information and Protection of Privacy Act*, for the purpose of managing testing and training at MacEwan University Sport and Wellness. Questions concerning the collection, use and disposal of the personal information should be directed to the: Coordinator, Privacy and Information Management, MacEwan University, 10700 - 104 Avenue, Edmonton, AB T5J 4S2; telephone 780-497-5423.

Sport and Wellness: 8450-07-General



VO₂ Max Consent Form

The purpose of this consent form is to inform you, the participant, of the testing procedures, physical demands and possible risks associated with VO₂max testing. If you would like more detail about the information presented here, or information not included in the form, feel free to ask the staff. Please take the time to carefully read and understand the following information.

At the conclusion of the test the results will be interpreted and then summarized for your benefit. **An individual training program is not included with this test, however for an additional fee a Fitness and Lifestyle Consultant will develop one for you.**

Testing Protocol

You will be required to perform an incremental test on either a cycle ergometer, treadmill or rowing machine to exhaustion in order to determine maximal aerobic power (VO₂Max) and Heart Rate. The exercise intensity will start at a low level and then increased in stages depending on your fitness level. We may stop the test at any time if we see signs of fatigue, abnormal heart rate changes or other dramatic physiological changes that indicate potential safety concerns. The test and collection of data should take about 10-16 minutes. Following the test the Fitness Appraiser will review the collected data with you and answer any questions you have regarding your results.

Physical Demands Experienced During the Test

Because of the maximal effort required to complete a VO₂Max test, the body undergoes significant physical demands outlined below:

- Elevated heart rate possibly reaching maximal level
- Breathing only through the mouth
- Labored breathing
- Running at high speeds and inclinations
- Cycling or rowing at high workloads

Possible Risks Associated with VO₂Max Testing

Partaking in a maximal test should not leave you with any long term adverse effects; however, there are possible discomforts and risks you may experience. The Fitness Appraisers will do everything they can to minimize these risks by evaluating the pre-screening guidelines and athletic history the participant provides. Emergency procedures and trained personnel are available to deal with the unexpected if the need arises. Below are some of the risks that may occur during and after a VO₂Max test:

- Abnormal blood pressure
- Transient nausea
- Dizziness / fainting
- Muscle soreness / strains
- Irregular heart beat
- Vomiting



- Stroke
- Heart attack (≤0.04%)
- Death (≤0.01%)

Participation in VO₂Max testing is entirely voluntary and you should feel free to stop the test at any time due to apprehension or discomfort.

In consideration of the acceptance of my entry to participate in a VO₂max test:

I understand the risks, hazards and dangers associated with my participation in this activity, any one of which could result in my sustaining bodily injury.

I agree that I have read and understand this document. I have signed it voluntarily and give my consent to the Fitness Appraisers of Sport and Wellness to perform this test.

If I experience any fatigue, pain or discomfort, it is my responsibility to inform the Fitness Appraiser.

| | | |
|-------------------------------------|------------------|-------------|
| _____ | _____ | _____ |
| Participant's Name (printed) | Signature | Date |

| | | |
|----------------------------------|------------------|-------------|
| _____ | _____ | _____ |
| Name of Witness (printed) | Signature | Date |

| | | |
|---|------------------|-------------|
| _____ | _____ | _____ |
| Parent or Guardian (printed) (If participant is under 18 years) | Signature | Date |

Metabolic Profile & Aerobic Training Zones

The VO₂Max assessment is considered to be the 'Gold standard' for determining an individual's aerobic fitness and developing a conditioning program in which to improve said fitness and overall athletic performance.

The metabolic cart we use in the assessment collects data such as breath rate, breath composition and heart rate, an indication of your body's unique response to exercise. With this information we get a clear picture of what your metabolic profile is and hence what your specific aerobic training zones should be.

The personal information requested on this form is collected under s.33(c) of the *Freedom of Information and Protection of Privacy Act*, for the purpose of managing Fitness Testing at MacEwan University Sport and Wellness. Questions concerning the collection, use and disposal of the personal information should be directed to the: Coordinator, Privacy and Information Management, MacEwan University, 10700 - 104 Avenue, Edmonton, AB T5J 4S2; telephone 780-497-5423.

Sport and Wellness: 8450-07-General

Sport and Wellness VO₂Max Test Medical Clearance Form

Dear Doctor:

Client, _____, who has made an appointment with you is interested in undergoing a VO₂Max test, a fitness test requiring a maximal physical effort to exhaustion on a stationary exercise machine.

The following is a brief description of what the client can expect to experience in his/her testing appointment:

The client is required to perform an incremental test on either a cycle ergometer, treadmill or rowing machine to exhaustion in order to determine maximal aerobic power (VO₂Max) and Heart Rate. The exercise intensity will start at a low level and then increase in stages depending on fitness level. The testers may stop the test at any time if they see signs of fatigue, abnormal heart rate changes or other dramatic physiological changes that indicate potential safety concerns. The test and collection of data should take about 10-16 minutes. Following the test the Fitness Appraiser will review the collected data with the client and answer any questions the client has regarding the results.

Because of the maximal effort required to complete a VO₂Max test, the body undergoes significant physical demands outlined below:

- Elevated heart rate possibly reaching maximal level
- Breathing only through the mouth
- Labored breathing
- Running at high speeds and inclinations
- Cycling or rowing at high workloads

Partaking in a maximal test should not leave the client with any long term adverse effects; however, there are possible discomforts and risks that may be experienced. The Fitness Appraisers will do everything they can to minimize these risks by evaluating the pre-screening guidelines and athletic history the participant provides. Emergency procedures and trained personnel are available to deal with the unexpected if the need arises.

To minimize the health risks even more, we are requesting this medical clearance to determine whether the client is healthy enough to undertake the VO₂Max test.

In your professional opinion, do you consider _____
(Applicant's Name)
to be healthy enough to partake in a V0₂Max test?

_____ YES

_____ NO

Applicant's resting heart rate _____

Applicant's resting blood pressure _____

Comments _____

Date _____

Physician's signature _____

Please stamp this form in the box provided and return the completed form to the client.

NOTE TO CLIENT

Be sure to bring this completed form with you when you arrive for your V0₂Max test. You will not be cleared for testing without it.

