

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY
OF AGREEMENT.
(HEREINAFTER REFERRED TO AS THE "RELEASE AGREEMENT")**

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

You should consult your medical professional prior to participation in

COMPANY/FITNESS LEADER NAME
fitness program(s) if you are pregnant or have a pre-existing condition or injury, including but not limited to: heart or respiratory distress; back, neck and/or muscle pain; or joint issues.

TO: _____
COMPANY/FITNESS LEADER NAME

and their respective directors, officers, employees, agents, representatives, affiliates, independent contractors, subcontractors, sponsors, successors and assigns, executors and heirs (all of whom are hereinafter referred to as "the RELEASEES")

- 1) DEFINITION: In this Release Agreement, the term "SUBJECT FITNESS PROGRAM(S)" means: all activities, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees including but not limited to: physical-fitness activities with and without props and exercise equipment; strength training, flexibility development, aerobic exercise, any and all other teaching and educational activities lead by the Releasees in-person or in a public space, or lead through video technology or other electronic means; orientation and instructional courses, workshops, reference material, and trainings; and other such activities, events and services connected with or related to the SUBJECT FITNESS PROGRAM(S).
- 2) REQUIRED EQUIPMENT: I will use equipment as recommended by the Releasees when needed, while participating in the SUBJECT FITNESS PROGRAM(S). I shall satisfy myself of any and all questions or concerns that I may have regarding the equipment before utilizing the equipment. I further understand that it is my sole responsibility to inspect any and all of the equipment I use regardless of the provider of same and that I should be satisfied in my sole discretion as to the quality and safety of the equipment.
- 3) ASSUMPTION OF RISKS: I am aware that participating in the SUBJECT FITNESS PROGRAM(S) is physically strenuous and involve many risks, dangers and hazards that could result in: personal injury, including sickness, illness, virus or disease infection, psychological injury; headaches; pulled and/or strained muscles or any other body parts; heat exhaustion or other related heat injuries; death and/or property loss or damage, including any and all loss or damage to personal items.
- 4) I am aware of the existence of risks, dangers and hazards associated with the SUBJECT FITNESS PROGRAM(S) and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom. My participation in the SUBJECT FITNESS PROGRAM(S) is purely voluntary, and I elect to participate in spite of all known and unknown risks.

Initials

- 5) ALCOHOL/DRUG USE: I acknowledge that the use and/or consumption of alcohol and/or any drug (the "Substances") or being under the influence of any Substances is prohibited while participating in SUBJECT FITNESS PROGRAM(S) regardless of my location while participating. If I use, consume or am under the influence of any Substances prior to or while participating in SUBJECT FITNESS PROGRAM(S), even in the event of negligence or fault by the Releasees or other third persons, I assume and accept all risks, dangers and hazards and the possibility of personal injury, death property damage and loss resulting therefrom and will indemnify the Releasees from any and all liability for any damage to property or loss or personal injury to any third party, resulting from my presence at the Facilities and Services and/or participation in SUBJECT FITNESS PROGRAM(S), while, during or after the consumption of any Substances.
- 6) I confirm that I have consulted with a medical professional and I am physically fit with no medical condition(s) that would prevent my full and safe participation in SUBJECT FITNESS PROGRAM(S) and to the best of my knowledge, I am healthy, without infection of any disease, contagious virus or otherwise that may put at risk myself, the Releasees or any other participant in SUBJECT FITNESS PROGRAM(S) either directly or indirectly;
- 7) I confirm that I will forthwith update the Releasees as to any and all changes in my medical condition(s), physical well being and/or abilities.
- 8) I confirm that I will not engage in any inappropriate conduct that could result in injury to myself or others.
- 9) I confirm that I WAIVE ANY AND ALL CLAIMS that 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 personal injury or infection, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in the SUBJECT FITNESS PROGRAM(S), due to any cause whatsoever, including my own negligence or the negligence of the Releasees, consumption of alcohol or drugs, infection, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the Occupiers Liability Act and any other applicable legislation on the part of the Releasees.
- 10) I confirm that I HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property, loss or personal injury to any third party resulting from my participation in SUBJECT FITNESS PROGRAM(S).
- 11) I confirm that the Release 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.
- 12) I confirm that this Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Manitoba and no other jurisdiction.
- 13) In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in SUBJECT FITNESS PROGRAM(S), other than what is set forth in this Release Agreement.
- 14) I confirm that any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Manitoba and shall be within the exclusive jurisdiction of the courts of Manitoba.

Initials

- 15) I agree that if any portion of this Release Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
- 16) If the participant is a minor, I agree that this Release Agreement is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian of the minor participant to bind the minor participant to this Release Agreement. If the participant is a minor, I further agree to defend, indemnify and hold harmless the Releasees from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of Releasees, except injuries or damages caused by the gross negligence or willful misconduct of the party seeking indemnity
- 17) In consideration of not being required to sign a new copy of this Release Agreement before each participation of the SUBJECT FITNESS PROGRAM(s), I further agree that this Release Agreement shall apply to all future participations in the SUBJECT FITNESS PROGRAM(s) by me and by the minor participant until he/she is 18 years old in full, including all provisions of this Release Agreement

By signing below, I confirm that I have read this Release Agreement in full, fully understand it, have had sufficient time to read it, and am signing freely and willfully and not under fraud or duress.

Dated this _____ day of _____, 20____

Participant Name: _____

Participant Date of Birth: _____

Participant Signature (if older than 18): _____

IF PARTICIPANT IS UNDER THE AGE OF 18, PARENT OR GUARDIAN TO SIGN BELOW

Guardian Signature: _____

Guardian Name: _____

Guardian Phone Number: _____

Initials