

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

WARNING: By signing this document, you are agreeing to waive certain legal rights, including the right to sue or claim compensation from 100249009 Canada Inc ("Club Eighty8").

PLEASE READ CAREFULLY!

A. ASSUMPTION OF RISK AND INFORMED CONSENT

I have enrolled with Club Eighty8 to engage in physical activity and exercise, including but not limited to, fitness classes, weight training and the use of Club Eighty8 facility, equipment and services. I acknowledge and agree that this agreement covers every form of activity I may participate in at Club Eighty8, and any equipment and services that I may use either inside or outside Club Eighty8. I am aware that physical activity and exercise and the use of Club Eighty8 facilities, equipment and services involves many risks, dangers and hazards, which could result in damage, loss or physical injury to me. I am aware that some of these risks, dangers and hazards include, but are not limited to:

1. Health concerns such as overexertion, dehydration, fatigue, heart attack, and stroke.
2. Defective, dangerous or unsafe condition of the Club Eighty8 facility, equipment and services. This may include, but is not limited to mechanical failure of the equipment, negligent design or manufacture of the equipment, dangerous or unsafe conditions of the facility, and the lack of instructions, guidance or warnings as to the use of equipment by Club Eighty8 directors, officers, employees or agents.
3. Negligence on part of Club Eighty8, including but not limited to failure to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of participating in physical activities and exercise.

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

B. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for accepting my application for membership (or allowing me entry into Club Eighty8 as a guest) and permitting me to use the Club Eighty8 facility, equipment and services, and for other good and valuable consideration, I agree:

1. **To waive any and all claims** that I have or may in future have against Club Eighty8 and its directors, officers, employees, agents, members, guests and representatives ("Releasees") and to release the Releasees from any and all claims and liability for any injury, loss, damage, cost, or relief of any kind due to any cause whatsoever, including: claims in any way, directly or indirectly connected with the Club Eighty8 facility, equipment or services, as well as negligence; gross negligence; vicarious liability for any other person's act or omission; or breach of any statutory or other duty of care by or on the part of the Releasees, including under the Occupiers Liability Act, R.S.B.C. 1996, c. 337.
2. **Not to make any claim** against any other person or entity, either directly or indirectly, that may result in a claim against the Releasees and I shall hold harmless and indemnify the Releasees from any and all such claims, whether for damage to the property of or personal injury to any third party.
3. **To hold harmless and indemnify** the Releasees from any and all claims made against them, including claims for damage to property or personal injury, by any person: a) who is not a Club Eighty8 member and that I invite or accompany to use any Club Eighty8 equipment or services, or to participate in Club Eighty8 activities of any kind; or b) arising out of or connected to my conduct, including any negligence by me.
4. **This agreement shall be effective and binding** upon my heirs, next of kin, executors, administrators, assigns and representatives.
5. **This agreement is governed by** the laws of the Province of Ontario, and any litigation involving the parties to this agreement will be brought solely within the Province of Ontario and be within the exclusive jurisdiction of the Courts of the Province of Ontario

I have read and understand this Agreement. In signing this Agreement, I am not relying upon any oral or written representations or statements of any kind made by the Releasees other than as set forth in this Agreement. I am aware that by signing this Agreement I am waiving legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees.

APPLICANT/GUEST NAME: _____

DOB: _____

ADDRESS: _____

PHONE #: _____

EMERGENCY CONTACT NAME: _____

EMERGENCY CONTACT #: _____

SIGNATURE (parent/guardian if applicant/guest is under 18): _____

WITNESS NAME: _____

WITNESS SIGNATURE _____