

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

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ THIS AGREEMENT CAREFULLY.

In consideration of my entry upon the fitness & pool facilities located at _____ (the "Facilities"), I _____ (the "Releasor") hereby acknowledge and agree with _____ (the "Landlord"), its employees, agents, representatives, successors and assigns (collectively, the "Releasees"), as follows.

ACTIVITIES

Within this Agreement, the term "**Activities**" means any and all activities carried out and engaged in by the Releasors at or in the Facilities.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

I am aware that my entry into and use of the Facilities involves risks and dangers that may cause serious injury and, in some cases, death, and loss of or damage to personal property. These risks are inherent in the use and engagement of the Activities in the Facilities. The risks may also include, among others: slips and falls; falls from heights; scrapes; cuts; bruises; muscle strain; twisted or sprained ankles, knees, shoulders, or wrists; burns; dirt or other materials in eye; impacts with other people; impacts with the wall, ground or other structures and equipment; entanglement; seizures; loss of awareness; eye strain; dizziness; disorientation; nausea; impaired balance; light-headedness; fatigue; motion sickness; concussions; broken bones; physical or emotional injuries; emotional distress; paralysis; other bodily injuries; and harm or loss caused by the negligence of other persons.

I AM AWARE OF AND UNDERSTAND THE RISKS AND DANGERS ASSOCIATED WITH USE OF THE FACILITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS AND DANGERS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

I expressly agree and declare as follows:

1. I am in good health and am physically and mentally capable of participating in all of the Activities in which I intend to participate;
2. To observe and comply with all rules and warnings, both general and activity-specific, which may be posted within the Facilities or which may be made visually, orally or demonstrated by the Releasees;

3. TO 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 injury, including death, that I may suffer, or that my next of kin may suffer resulting from my presence at the Facilities or my participation in any of the Activities at the Facilities, 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 UNDER THE *OCCUPIERS' LIABILITY ACT*, R.S.O. 1990, c.0.2, as may be amended from time to time, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;
4. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all claims, demands, or causes of action, which are in any way connected with my presence at the Facilities or my participation in the Facility Activities, including any such claims which allege negligent acts or omissions of the Releasees;
5. I am liable for any damage that I, or any of my guests may cause to any property situated on or at the Facilities.
6. In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives; and
7. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the Facilities or participating in the Activities, other than as expressly set forth herein.

CONSENT TO MEDICAL SERVICES

I understand that the Releasees, through an authorized service provider, may, in certain circumstances, make on-site medical services available to me. I consent to the provision of such services to me in the event that I am injured at the Facilities.

PARTICIPATION BY MINORS

If I am signing this Agreement on behalf of one or more person(s) who are under the age of 18 years (each, a "**Minor**"), I confirm the following:

1. I have entered the full legal name and date of birth of each Minor;
2. I am the parent or legal guardian of each Minor, or otherwise have legal authority to enter into this Agreement on behalf of each Minor, and hereby accept all of the terms and conditions contained in this Agreement on behalf of each Minor;
3. I have assessed the risks and dangers associated with the Facilities and the Activities, having regard to the specific abilities and circumstances of each Minor, and I voluntarily consent to each Minor participating in the Activities, despite such risks and dangers; and
4. If any Minor is injured while participating in the Activities, I accept all responsibility and liability for any such injuries and 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 the Minor's presence at the Facilities or participation in the Activities.

GENERAL

1. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE AGREEMENT AND I AGREE TO BE BOUND BY ITS TERMS.
2. I HAVE READ AND UNDERSTAND 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.
3. This Agreement shall remain in full force and effect for the duration of my tenancy in the building at which the Facilities are located.
4. If, for any reason, any portion of this Agreement is found to be void, unenforceable, or inapplicable, the remaining portions shall remain in full force and effect.
5. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
6. Any dispute relating to this Agreement or its subject matter shall be brought in the Superior Court of Justice in the Province of Ontario.
7. This Agreement represents the entire agreement among the parties with respect to the subject matter hereof and there are no ancillary representations, warranties, covenants, agreements or provisos.
8. This Agreement may be executed by electronic means.
9. You acknowledge having received a copy of this Agreement by email delivered to the email address that you provided at the outset of the registration process.

YOU MUST ACKNOWLEDGE YOUR ACCEPTANCE OF THIS AGREEMENT PRIOR TO USE AND ATTENDANCE AT THE FACILITIES.

Releasor:

Name: _____ Date: _____

Check this box to acknowledge and agree to this agreement electronically. This represents your signature. You must fill out the date beside.