

RELEASE FROM LIABILITY AND ASSUMPTION OF RISK AGREEMENT

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

In consideration of Core Community Pilates Ltd., and all affiliates and subsidiaries of the foregoing (collectively, “Company”) allowing you to access its fitness facilities and participate in its fitness classes or personal training and to use the exercise equipment associated with such classes and training (collectively, the “Activity”), and for other good and valuable consideration, the receipt of which is hereby acknowledged, by signing up for and participating in the Activity and by **clicking “Agree” [or] executing this Release from Liability and Assumption of Risk Agreement (this “Release”)** you, for yourself and your personal representatives, assigns, heirs, executors, administrators and next of kin, do hereby, to the fullest extent permitted by all applicable law,

1. **covenant and agree that you are aware that there is risk of injury or loss in connection with the Activity, which is serious and considerable, including the potential for serious personal injury, death and property damage or loss resulting therefrom**, further acknowledge and agree that your participation in the Activity could lead to physical conditions during or following your participation, including, but not limited to light-headedness, fainting, abnormal blood pressure or heart rate, and are voluntarily participating in the Activity, or any portion thereof,
2. covenant and agree that you are in good physical condition and do not suffer from any mental or physical disability, and that you neither experience nor have any health problems (including without limitation cardiac irregularities; high or low blood pressure; any spinal, bone, joint, tendon or ligament injuries; spells of dizziness; asthma (or other breathing difficulty); diabetes, epilepsy or any allergy) which may affect your participation in the Activity and further covenant and agree that if you are pregnant or suspect you are pregnant, you have discussed your exercise program at Company with a physician before participating,
3. understand the risk of personal injury, death, and property damage or loss associated with the Activity, and covenant and agree that advice provided by any agent, representative, employee, or contractor of Company in no way constitutes medical advice,
4. covenant and agree that if you do not cancel your scheduled appointment with Company at least 12 hours in advance for any reason whatsoever, you will be charged for the full amount of the Activity, without exception,
5. **release, waive and forever discharge Company, its directors, officers, employees, independent contractors, shareholders, agents, successors and assigns, owners, licensees and lessees of the facility or premises used for the Activity and all of their respective affiliates, successors and assigns (collectively, the “Releasees”) from any and all liability to you, your personal representatives, assigns, heirs, executors, administrators and next of kin for all losses or damages and all related claims, on account of injury to you (including death) or damage to or destruction of your property, arising from or relating to your participation in the Activity, whether caused by the negligence, or breach of any statutory or other duty of care, of the Releasees or otherwise,**
6. covenant and agree not to commence or maintain any law suit or legal or administrative proceeding against one or more of the Releasees for injuries sustained (including death) or damages incurred or destruction of your property and agree to indemnify, save and hold harmless the Releasees from and against any and all loss, liability, injuries sustained (including death), damage, or cost incurred which may arise or relate in any way to your participation in the Activity, whether caused by the negligence, or breach of any statutory or other duty of care, of the Releasees or otherwise,
7. **covenant and agree that you assume full responsibility for any risk of bodily injury (including death), property damage, destruction or loss arising out of or related in any way to your participation in the Activity**, whether caused by the negligence of the Releasees or otherwise, including without limitation: the conditions of the facilities and premises, the operation or specifications of the equipment, and any other operations or instruction associated with the Activity; the actions, omissions or negligence (including the failure to use reasonably prudent and careful care and the failure to protect the participants from risks or dangers inherent in the Activity) of the Releasees and any other participants; and any breach of any other duty imposed by law, by equity or by agreement of all or any of the Releasees, including any duty imposed by the *Occupiers Liability Act (BC)*; and any breach of any agreement by the Releasees, whether written or verbal,
8. covenant and agree to follow the instructions of any instructor, contractor, representative, agent or employee of Company at all times, to act responsibly as a participant and to comply with all applicable rules, policies and procedures for participation in the Activity, including but not limited to Company’s safety rules, procedures and policies as updated from time to time, and agree that Company reserves the right to refuse access to you or any person if it determines, in its sole discretion, that such person is not complying with such rules and policies or that such person’s participation in the Activity could cause them any harm whatsoever,
9. covenant and agree that you are not permitted to participate in the Activity unless and until you understand and sign this Release,
10. in the event that any portion hereof is held invalid or otherwise unenforceable as a matter of law, you covenant and agree that the remaining terms shall, notwithstanding, continue in full legal force and effect,
11. covenant and agree that you have been provided the opportunity to seek legal counsel in connection with this Release and, if you did not obtain it, you did so voluntarily without undue influence, and
12. acknowledge that you are 19 years of age or over (or if under 19 your parent or guardian has signed on your behalf), that you have read this Release and that you **FULLY UNDERSTAND ITS TERMS, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO YOU.**

Name: _____ **Signature:** _____
Date: _____ **Parent/Guardian:** _____