

Release of Liability, Waiver of Claims and Indemnity Agreement

Last _____ First _____ Street _____ City _____
Prov _____ PC _____
Phone _____ e-mail _____

To: **Pure Energy Fitness Studio** (the operator) and THE MANUFACTURERS AND DISTRIBUTORS OF THE EQUIPMENT USED IN FITNESS PROGRAMS, and their respective directors, officers, agents, representatives, employees, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (collectively the "RELEASEES")

Definitions

In this Agreement the term "fitness programs" shall include all activities, programs, events, classes, and services provided, sponsored or organized by the Operator including but not limited to: yoga; pilates; aerobics; dance; ballet; weight training; personal training; cardio machines; use of strength training and fitness conditioning equipment, machines and facilities; nutritional and dietary programs; orientation of instructional session or lessons; and all other such related activities.

Assumption or Risks

I am aware that my participation in fitness programs involves many risks, dangers and hazards, which could result in damage, loss or physical injury to me. Some of these risks, dangers and hazards include but are not limited to:

Health: overexertion, dehydration, fatigue, lack of fitness or conditioning.

Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, equipment or persons

Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability.

Advice: negligent advice regarding fitness programs.

My conduct and conduct of other persons: I acknowledge that such conduct, including my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand the the Releasees may fail to safeguard or protect me from the risks dangers and hazards of fitness programs, some of which are referred to above.

Despite the risks, dangers and hazards of fitness programs, and fully understanding such risks, dangers and hazards, I wish to participate in fitness programs with the Operator, and I FREELY ACCEPT AND FULLY ASSUME all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

Initial _____

In consideration of the Releasees allowing me to participate ubitness programs and permitting my use of their equipment, facilities and services, I hereby agree as follows:

1. 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 as a result of my participation in fitness programs DUE TO ANY CAUSE WHATSOEVER, including but not limited to:
 - negligence on the part of the Releasees
 - breach of contract by the Releasees
 - breach of warranty on the part of Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
 - breach of any statutory or other duty of care including any duty of care owed under the Occupiers Liability Act, R.S.O. 1990, c.0.2, on the part of the Releasees, and
 - the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of fitness programs, some of which are referred to in the Assumption of Risks section of the Agreement.
2. TO HOLD HARNLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in fitness programs.
3. This Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrator, assigns and representatives, in the event of my death or incapacity.

Safety

I am familiar with the proper use of the equipment. I am aware that there are fitness instructors and staff available to answer any questions I may have as to the proper use of the equipment.

In entering this Agreement I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of fitness programs other than what is set forth in this Agreement.

Insurance: I am aware that the Releasees do not provide me with any disability, accident, liability or medical insurance or compensation, should I become injured or cause personal injury or property damage to any third party while participating in fitness programs.

Jurisdiction: This Agreement and any rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario, and I agree to attorn solely to the jurisdiction of the Courts of the Province of Ontario. Any litigation involving the parties to this Agreement shall be brought within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

Signature: _____ Date: _____

Please Print Name: _____ Witness : _____