

ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY

For children under the Age of Majority in the Province or Territory in which the Fitness / Health Club Activities are Provided by the Organization

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

Every Parent/Guardian Must Read and Understand this Waiver Prior to the child participating in Fitness / Health Club Activities.

Please Print Clearly

Student Name: _____

Parent/Guardian Name(s): _____

Parent/Guardian Address: _____

City _____ Province _____ Postal Code _____

Home phone _____ Child's Date of Birth: Month _____ Day _____ Year _____

Emergency contact name _____ Emergency contact number _____ Relationship _____

Email address (to be used for information such as class cancellation, new session, etc. We respect your privacy.)

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me on behalf of the undersigned child (the "member") with and for the benefit of Heron Creek Yoga & Fitness, Inc., its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (the "Organization").

Initial Each Item Below after Reading and Understanding Each Item:

- 1. I am the Parent/Guardian of the member and am executing this waiver on behalf of the member in my capacity as Parent/Guardian and with the intent that this waiver be binding on myself and the member for all purposes.
- 2. "Fitness / Health Club Activities" includes but is not limited to contact and non-contact fitness activities, lessons, classes, training, use of facilities, programs and services provided to the member by the Organization.
- 3. I am aware that there are inherent and significant dangers, hazards and risks ("Risks") associated with the participation in Fitness / Health Club Activities. I understand that the Risks are relative to the Members state of fitness or health (physical, mental and emotional), and to the awareness, care and skill with which the student conducts him or herself while participating in Fitness / Health Club Activities.
- 4. I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or loss resulting from the Member participation in Fitness / Health Club Activities. I agree that although the Organization has taken steps to reduce the Risks and increase the safety of the Fitness / Health Club Activities, it is not possible for the Organization to make the Fitness / Health Club Activities completely safe. I accept these Risks and agree to the terms of this waiver even if the Organization is found to be negligent or in breach of any duty of care or any obligation to the Member in the Member's participation in Fitness / Health Club Activities.
- 5. I acknowledge the Member's obligation to inform the nearest employee of the Organization if the Member feels any pain, discomfort, fatigue or any other symptoms the Member may suffer during or immediately after his or her participation in Fitness / Health Club Activities. I understand that the Member may stop participating at any time, and has the right to immediately withdraw from any exercise or drill in which the conduct of any party seems beyond the scope of training, makes the Member uncomfortable or which the Member believes will be harmful to him or her.
- 6. In addition to consideration given to the Organization for the Member's participation in Fitness / Health Club Activities, I and my heirs, next of kin, executors, administrators and assigns, as well as the Member's heirs, next of kin, executors, administrators and assigns (collectively our "Legal Representatives") agree:
 - (a) to waive all claims that I, the Member or our Legal Representatives have or may have in the future against the Organization; and
 - (b) to release and forever discharge the Organization from all liability for all personal injury, death, property damage or loss resulting from the Member's participation in Fitness / Health Club Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the Organization.

7. I agree to be liable for and to hold harmless and indemnify the Organization from all actions, proceedings, claims, damages, costs demands including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with the Member's participation in Fitness / Health Club Activities.
8. I agree that this waiver and all terms contained within are governed by the laws of the Province or Territory in which the Member is participating in Fitness / Health Club Activities. I hereby irrevocably submit to the jurisdiction of the courts of that Province or Territory.
9. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety, and have agreed to the terms freely and voluntarily. I understand that this waiver is binding on myself, the Member and our Legal Representatives.

Parent/Guardian Name

Parent/Guardian Signature

Organization Witness Name _____ Organization Witness Signature _____

Signed this ____ day of _____, 20 ____