



RELEASE OF LIABILITY, WAIVER OF CLAIMS

ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY!

TO: THE PROVINCIAL HEALTH SERVICES AUTHORITY (PHSA) AND CURTIS PERSONALIZED HEALTH MANAGEMENT LTD.

In this agreement, the term "FITNESS CLASSES" shall mean weight lifting, weight training, aerobics, yoga, pilates, yagalates, dance, indoor/outdoor bootcamps, personal fitness or training, or recreational activities of any kind and shall include all instruction, training, demonstrations OFFERED BY CURTIS PERSONALIZED HEALTH MANAGEMENT LTD. and use of the PHSA AND ITS AGENCIES' GROUNDS BOTH INDOORS AND OUTDOORS ("the FACILITIES") for exercise or a recreational purpose.

ASSUMPTION OF RISKS

I am aware that FITNESS CLASSES involve many risks, dangers and hazards including, but not limited to mounting, using and disembarking fitness or exercise equipment; moving, loading, lifting, securing, and unloading free weights and other fitness equipment components; dropping free weight and other fitness equipment components; loss of control; entrapment; dehydration; over-exertion; fainting; muscle strain; angina; stroke; aneurysm; circulatory or respiratory problems; collisions or contact with free weights; dumbbells, barbells and other fitness or exercise equipment; improper or inadequate adjustment of fitness or exercise equipment; collision or contact with other fitness or exercise participants; failure to engage in FITNESS CLASSES safely or within one's own ability or within designated areas; negligence of other persons participating in FITNESS CLASSES on or about the FACILITIES; and NEGLIGENCE ON THE PART OF THE PHSA OR ITS AGENTS OR OTHER EMPLOYEES, INCLUDING THE FAILURE ON THE PART OF THE PHSA OR ITS AGENTS OR OTHER EMPLOYEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF FITNESS CLASSES.

I AM FULLY AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH FITNESS CLASSES 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of PHSA providing and permitting my use of the FACILITIES and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Curtis Personalized Health Management Ltd, it's Contractor's and Employees, and the Provincial Health Services Authority, its directors, officers, employees, agents, representatives, successors and assigns, (all of whom are hereinafter collectively referred to as 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 from either my use of or my presence on or about 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 OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C 1996, c. 337, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF FITNESS ACTIVITIES REFERRED TO ABOVE.

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on or about the FACILITIES;
- 3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- 4. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and
- 5. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.

In entering into this Agreement I am not relying upon any oral or written representations made by the RELEASEES with respect to the safety or FITNESS CLASSES other than what is set forth in this Agreement.

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.

Name (Print)	Date of Birth	Signature	Date	Witness
_____	_____	_____	_____	_____
	mm/dd/yy		mm/dd/yy	