



**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter "The Release Agreement")**

BY SIGNING THIS YOU WILL WAIVE CERTAIN LEGAL
RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY

(Signature)

Last	First		
Street			
City	Prov/State	Country	
Telephone	Email		

TO: it's time! Fitness Results Inc. (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, users, 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; aquafit; dance; ballet; weight training; personal training; tennis; squash; racquetball; use of aquatic facilities including swimming pool, whirlpool, jacuzzi and sauna; use of strength training and fitness conditioning equipment, machines and facilities; nutritional and dietary programs; orientation or instructional sessions or lessons; and all other such related activities.

ASSUMPTION OF 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 and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE FITNESS PROGRAMS. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREIN

(Signature)

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in fitness programs and permitting my use of their equipment, facilities and services, and for 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 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 the 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.B.C. 1996, c. 337, 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 above in the Assumption of Risks section of this Agreement.
2. TO HOLD HARMLESS 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, administrators, 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 into 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 British Columbia, and I

agree to attorn solely to the jurisdiction of the Courts of the Province of British Columbia. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

I HAVE READ THE RELEASE AGREEMENT ABOVE AND AGREE TO BE BOUND BY ITS TERMS.

Signature:	Signature of Witness:
Please Print Name:	Witness:
Date:	Date: