

## **Liability Waiver**

**IMPORTANT NOTICE:** THIS FORM LIMITS YOUR RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT OR INJURY OR DAMAGE TO PROPERTY.

By initialing beside each term this means you have **read, understand and agree with these terms.**

1. I understand there are inherent risks in participating in a program of strenuous exercise. Consequently, I have been examined by a physician of my choice and have obtained their approval for my participation in the fitness program. No change has occurred in my physical condition since that date which may affect my ability to participate. If a physician has not examined me, I agree to see one within 60 days of the date set forth below to obtain his or her approval for my participation in the fitness program. **Initial** \_\_\_\_\_
2. I acknowledge that group fitness programs entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **These risks include, among other things:** those associated with the set up and take down of free weights, steps, and similar fitness equipment; the use of steps, barbells, skipping ropes and other fitness equipment in an enclosed space with many other occupants; sprain, strain, laceration, contusion, musculo-ligamentous, or orthopedic injuries; being struck or striking other participants; the hazards of use of a stationary cycle, including the operation of same at high crank revolution, in an enclosed space with many other occupants; the hazards of walking on uneven terrain and slips and falls; of being struck by rock fall or other objects dislodged or thrown from above; the use of poles in the presence of other people; the forces of nature, including lightning and rapid weather changes; the risk of exposure to insect bites; the risk of cold including hypothermia; my own physical condition, and the physical exertion associated with the fitness program. **Initial** \_\_\_\_\_
3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. **Initial** \_\_\_\_\_
4. I acknowledge that group fitness programs require the use of appropriate attire and footwear. I understand and agree that it is my responsibility to ensure that I wear appropriate attire and footwear in connection with my participation in the fitness program. **Initial** \_\_\_\_\_
5. I agree that Energy Group Fitness and its officers, employees, agents, volunteers or representatives, will not be liable or responsible for any injuries to me or my property in connection with my participation in the fitness program. Whether at home, outdoors, or at a corporate, commercial, residential, or any other fitness facility, I expressly release , forever discharge and agree to hold harmless Energy Group Fitness and its officers, employees, agents, volunteers or representatives, from any and all claims, demands, causes of action or judgments and the like, which I or my heirs, executors, administrators or assigns may have or claim to have for any injury or other damage (including property loss) which may occur in connection in any way with

my participation in the fitness program, **including any such claims which allege negligent acts or omissions of Energy Group Fitness, its officers, employees, agents, volunteers or representatives.** This release shall be binding upon my heirs, executors, administrators and assigns. **Initial** \_\_\_\_\_

6. Should Energy Group Fitness or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. **Initial** \_\_\_\_\_
7. In the event that I file a lawsuit against Energy Group Fitness, its officers, employees, agents, volunteers or representatives, I agree to do so solely in the Province of British Columbia, and I further agree that the substantive law of British Columbia shall apply in that action without regard to the conflict of law rules of that province. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect. **Initial** \_\_\_\_\_
8. I confirm that my answers to the questions listed on the "PAR-Q & You", "PARmed-X", and "PARmed-X for PREGNANCY" forms are true and complete to the best of my knowledge. I acknowledge that medical clearance is required if I have answered YES to any of those questions. I understand and agree that it is my responsibility to inform my instructor of any conditions or changes in my health now and on-going which may affect my ability to exercise safely. **Initial** \_\_\_\_\_
9. I understand that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my training sessions. I understand that should I feel lightheaded, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity and inform my instructor. **Initial** \_\_\_\_\_
10. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. **Initial** \_\_\_\_\_
11. I understand the results of any fitness program cannot be guaranteed. Any progress depends on my own effort and co-operation in and outside of the training sessions. **Initial** \_\_\_\_\_
12. I understand that all class rates are based on a 60 minute session and should I arrive later than the posted start time, I will not be permitted into the class. **Initial** \_\_\_\_\_
13. I understand that all Energy Group Fitness packages are non-transferable and non-refundable. **Initial** \_\_\_\_\_

**I have read this Release and Terms of Agreement and I understand all of its terms. I sign it voluntarily and with full knowledge of its terms.**

\_\_\_\_\_  
Member signature

\_\_\_\_\_  
Date