

ACKNOWLEDGEMENT OF RISK, WAIVER AND RELEASE OF LIABILITY

WARNING: THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS, READ IT CAREFULLY! Participants must be over the age of majority, or must have a parent or guardian sign if under 18 years. Every participant must read and understand this Acknowledgement, Waiver and Release of Liability prior to participating in athletic activities. Every participant is advised to consult with their physician before engaging in the athletic activities.

The undersigned (the "Participant") hereby enters into this Agreement with and for the benefit of *Personal Trainer in Toronto*, its directors, officers, employees, volunteers, coaches, officials, trainers, business operators, agents and site property owners or Occupiers (the "Company"). "Occupiers" is defined in accordance with the definition of Occupiers contained in the Occupiers Liability legislation in the Province / Territory of: **Ontario**

1. "Athletic activities" shall include, but not be limited to, contact and non-contact sports, personal training instruction and activities, use of facilities, and fitness and exercise programs and services provided to the Participant by *Personal Trainer in Toronto*.
2. The Participant acknowledges and understands that there are inherent and significant risks associated with participation in athletic activities, including (but not limited to) the potential for serious personal injury caused by any event or any condition of the facilities or equipment provided by *Personal Trainer in Toronto*, and health risks such as light-headedness, fainting, increased or decreased blood pressure, chest discomfort, muscle cramps, broken bones, strains, sprains, bruises, concussion, hyperthermia, abnormal heart rate, soreness, nausea, heart attack, stroke and possibly death. The Participant understands that such risks are relative to Participant's level of fitness and health (physical, mental and emotional), and to the awareness, care and skill which the Participant demonstrates while participating in the athletic activities.
3. The Participant hereby accepts and assumes all responsibility for all risks and possibilities of personal injury, death, property damage or loss resulting from his/her participation in the athletic activities, including accidents or injuries that occur within the facilities (e.g. in the locker rooms, dressing rooms, showers, restrooms, and other areas). The facilities and programs offered by *Personal Trainer in Toronto* have been designed and established to provide the optimum level of beneficial exercise and enjoyment without compromising the health and safety of those who utilize the facilities or participate in the athletic activities. Due to the nature of the athletic activities and the equipment that is often an integral part of such activities, there is an inherent risk of injury. This results in a practical limitation being placed on *Personal Trainer in Toronto* in its effort to prevent injuries to participants, whether actively participating in athletic activities, utilizing the equipment or taking advantage of the other facilities. The Participant freely accepts these risks and agrees to the terms of this Waiver and Release, even if *Personal Trainer in Toronto* is found to be negligent or in breach of any duty of care or any obligation to the Participant with respect to his/her participation in athletic activities.

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4. The Participant agrees to at all times utilize the equipment and the facilities in a proper manner so that the inherent risk that exists under the control of *Personal Trainer in Toronto*, as well as those risks outside the control of *Personal Trainer in Toronto* or partially within the control of the Participant are minimized by the Participant's thoughtful and cautious use of both the equipment and the facilities.
5. The Participant acknowledges his/her obligation to immediately inform an employee or other representative of *Personal Trainer in Toronto* immediately upon feeling any pain, discomfort, fatigue or other symptoms suffered by the Participant during or immediately after participation in any athletic activity. The Participant understands that s/he may stop participation at any time, and may be requested to do so by any employee or representative of *Personal Trainer in Toronto* who observes symptoms of distress or abnormal response from the Participant.
6. The undersigned Participant, for him/herself and his/her heirs, next of kin, executors, administrators and assigns (collectively, the "Releasing Parties"), does hereby agree:
 - (a) to waive all claims that the Releasing Parties or any of them may have in future against *Personal Trainer in Toronto*, its directors, officers, employees, agents, insurers and representatives (collectively, the "Released Parties");
 - (b) to release and forever discharge the Released Parties from all liability for personal injury, death, property damage or loss resulting from the Participant's participation in athletic 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 of judgment on the part of *Personal Trainer in Toronto*; and
 - (c) to be liable for and to hold harmless and indemnify the Released Parties from all actions, proceedings, claims, damages, costs, demands, including hospital costs, court costs and costs on a solicitor and his own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with the Participant's participation in athletic activities.
7. This Agreement shall be governed by and construed in accordance with the laws of the Province / Territory of **Ontario**, and any legal actions, claims or demands shall be handled in a court of competent jurisdiction within such Province / Territory.
8. The Participant understands that this document is binding on him/herself and his/her heirs, next of kin, executors, administrators and assigns.

I hereby certify that I am at least 18 years of age, or my parent or guardian has signed below, that I am suffering under no legal disabilities, and that I (or my parent or guardian) have read this document carefully, understand each term and provision in its entirety, have agreed to the terms freely and voluntarily. Having read the foregoing, I (or my parent or guardian) knowingly acknowledge my understanding of the risks set forth herein and knowingly agree to accept full responsibility for my own exposure to such risks.

SIGNED this ____ day of _____, _____.

Signature of Participant: _____

OR

Signature of Parent or
Guardian (if a minor): _____

Print Name of Participant: _____

Street Address: _____

City, Prov, Postal Code: _____

Phone No.: _____

Signature of Witness: _____

Print Name of Witness: _____

Street Address: _____

City, Prov, Postal Code: _____

Phone No.: _____



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