

You should consult your physician prior to participation in Fitness Training Activities if you are pregnant or have a pre-existing condition or injury, including but not limited to: heart or respiratory distress; back, neck and/or muscle pain; or joint issues.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.**

(Participant in Activity or Event)

(HEREINAFTER REFERRED TO AS THE “RELEASE AGREEMENT”)

BY SIGNING THIS LEGAL DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. **PLEASE READ THE ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING AND AGREEING TO THE TERMS WITHIN.**

In consideration of SPARX FITNESS TRAINING INC. (referred to as “the Company”), an online and in-person fitness training company, permitting the individual named below (“I” or “me”) to participate in guided fitness classes and training and for other good and valuable consideration, I agree to all the terms and conditions set forth in this Release Agreement.

**DEFINITIONS:** In this Release Agreement, the term “the Releasees” refers to SparX Fitness Training Inc. and their respective directors, officers, employees, agents, representatives, affiliates, independent contractors, subcontractors, sponsors, successors and assigns, executors and heirs.

The term “Fitness Training Activities” means: all activities, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees including but not limited to: stretching, strengthening, and deep forceful breathing; moving your body in various ways and directions; moving your body into uncomfortable positions; holding any fitness position for long periods of time; breathing forcefully and deeply; performing rapid and forceful movements; performing cardio and high intensity interval training activities; performing strong muscle contractions; performing resistance training with close physical contact with other participants or individuals; any and all other activities lead by the Releasees in-person, on a customer’s location, in a public space, or lead through video technology or other electronic means; orientation and instructional courses and workshops; the use of any equipment; and other such activities, events and services connected with or related to the Fitness Training Activities.

**ASSUMPTION OF RISKS:** I am aware that participating in Fitness Training Activities is physically strenuous and involve many risks, dangers and hazards that could result in: personal injury, including sickness, illness, virus or disease infection, psychological injury; headaches; pulled and/or strained muscles or any other body parts; heat exhaustion or other related heat injuries; loss of consciousness; death; and/or property loss or damage, including any and all loss or damage to personal property. The risks, dangers and hazards include but are not limited to: using any objects or equipment in connection with the Fitness Training Activities; slip and/or falls; over-exertion causing personal injury or loss of consciousness; failing to follow safety instructions or proper form dictated by the Releasees; failing to take care in preparing for the Fitness Training Activities; other risks which are not known or not reasonably foreseeable, and any and all 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 FITNESS TRAINING ACTIVITIES.

**By typing or writing my initials below**, I CONFIRM THAT I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE FITNESS TRAINING ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I AGREE TO INSPECT ANY FACILITIES, EQUIPMENT, SURROUNDINGS OR TRAINING AREAS, AND IF I FEEL THEY ARE UNSAFE FOR ANY REASON I WILL IMMEDIATELY ALERT THE RELEASEES OR TRAINERS AND STOP PARTICIPATING IN THE FITNESS TRAINING ACTIVITIES.

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**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:** In consideration of the Releasees agreeing to my participation in Fitness Training Activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby covenant and agree as follows:

**By typing or writing my initials below**, I confirm that I have consulted with a physician and I am physically fit with no medical condition(s) that would prevent my full and safe participation in Fitness Training Activities and to the best of my knowledge, I am healthy, without infection of any disease, contagious virus or otherwise that may put at risk myself, the Releasees or any other participant in Fitness Training Activities either directly or indirectly. I agree to alert the Releasees or trainers immediately upon any change in medical status, newly diagnosed infection, disease or condition.

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I hereby confirm and expressly WAIVE AND RELEASE ANY AND ALL CLAIMS which I have or may in the future have against the Releasees or the Company from any and all liability for any loss, property damage, expense or personal injury or infection, including death arising out of or attributable to my participation in the Fitness Training Activities, due to any cause whatsoever, including without limitation the negligence of the Company or any other Releasee, consumption of drugs or alcohol, infection, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

I shall DEFEND, INDEMNIFY AND HOLD HARMLESS the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action or proceeding arising out of or resulting from the Fitness Training Activities.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Fitness Training Activities, other than what is set forth in this Release Agreement.

This Agreement constitutes the entire agreement of the Company and me with respect to the subject matter contained herein and supercedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term

or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall ensure to the benefit of me and my heirs and next-of-kin, and the Company and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of Ontario and I hereby consent to the exclusive jurisdiction of such courts.

**BY TYPING OR WRITING MY NAME, SIGNATURE AND DATE BELOW, I CONFIRM THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE COMPANY AND THE RELEASEES.**

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**Full Name**

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**Signature**

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**Date**

**AND/OR**

**[I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by agreeing to these terms, I hereby do consent to the terms and conditions of this Release of Liability and Waiver of Claims.**

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**Full Name**

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**Signature**

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**Date**