



CITY FIT SHOP INC. RELEASE AND WAIVER OF LIABILITY, INDEMNITY AGREEMENT, AND ASSUMPTION OF RISKS

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT AS WELL AS THE RIGHT OF YOUR PERSONAL REPRESENTATIVES TO COMPENSATION FOR YOUR DEATH.

PLEASE READ THOROUGHLY BEFORE SIGNING.

Initials

Participant Name:	Last Name:		First Name:	
Address:	Street:		Province:	
	City:		Postal Code:	
Birthday (yyyy/mm/dd)			Phone:	
Email:				

In consideration of permission to use, today and on all future dates, the property, facilities, and services of, City Fit Shop Inc. for any purpose including, but not limited to observation, use of indoor and outdoor facilities, online programs, and/or equipment, private events, public events, programs and/or participation in any way (all which are after hereinafter referred to as ACTIVITIES), I, the undersigned, hereby agree to the following:

ASSUMPTION OF RISK

I, the undersigned understand and have full knowledge of the nature and extent of the risks, dangers, and hazards involved in using City Fit Shop Inc. facilities and equipment, programs, and all **ACTIVITIES** that could result in injury, paralysis, death, or damage to the Participant, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. The risks, dangers, and hazards include, but are not limited to injury or death due to illness, falling from heights; paralysis; torn ligaments and tendons; splinters; cuts and bruises; muscle and joint sprains and strains; broken wrists, arms, ankles, and legs; concussions; injury to the musculoskeletal and/or cardiorespiratory systems that can result in serious injury or death; injury or death due to the negligence on the part of myself, my instructors, or other people around me; injury or death due to improper use or failure of equipment; injury or death as a result of improper training techniques; injury or death due to a medical condition whether known or unknown to me; injury or death due to failure to act safely within my own ability; injury or death due to outdoor terrain that includes: exposed rock, earth, ice, and other natural objects, mud, ice and other slippery conditions, steep inclines and declines, uneven surfaces and exposed holes, and steep embankments; and other serious injuries, death and **NEGLIGENCE ON THE PART OF CITY FIT SHOP INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, INSTRUCTORS, REPRESENTATIVES, VOLUNTEERS, AGENTS, PARTICIPANTS, LESSORS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS (ALL WHOM ARE HEREINAFTER REFERRED TO AS THE "RELEASEES"), INCLUDING THE FAILURE OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGAURD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS REFERRED TO ABOVE.**

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH CITY FIT SHOP INC. 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

1. I understand, acknowledge, covenant, and agree that by signing this document, I, my successors, heirs, assigns, or personal representatives **RELEASE AND WAIVE THE RIGHT TO SUE OR OTHERWISE CLAIM AGAINST THE RELEASEES** from all liability to me for any loss or damage to property, injury, or death to person, whether said damage or injury results from conditions arising upon the City Fit Shop Inc. facilities or arising out of or in connection with City Fit Shop Inc. "ACTIVITIES". **CITY FIT SHOP INC. SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ANY OTHER MEMBER, OCCUPANT OR USER OF THE CITY FIT SHOP INC. PREMISES OR PARTICIPANT IN CITY FIT SHOP INC. "ACTIVITIES". I ASSUME FULL RESPONSIBILITY FOR, AND RISK OF, BODILY INJURY, DEATH OR PROPERTY DAMAGE. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE DANGERS, RISKS, AND HAZARDS 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 participation in, **ACTIVITIES** or use of the facilities.
3. This Release 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 Release Agreement and any rights, duties, and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction. And shall be within the exclusive jurisdiction of the Courts of the Province of Alberta; and no other jurisdiction;
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta; and

6. In entering into this Release Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of my use of, or participation in ACTIVITIES or use of the Facilities other than what is set forth in this Agreement.

SPECIAL LIMITATION OF LIABILITY DURING THE CORONAVIRUS/COVID-19 PANDEMIC

City Fit Shop takes the Coronavirus pandemic very seriously and has put in place preventative measures to help reduce the spread of COVID-19; however, City Fit Shop cannot guarantee that you, your family, and/or your guests will not become infected with COVID-19. It is possible that attending classes, events, and/or activities at City Fit Shop may place you in close physical contact with other members, attendees, and staff and could increase the risk that you, your family members, and/or your guests contract COVID-19. You acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you, your family members, and/or your guests may be exposed to or infected by COVID-19 at City Fit Shop and that such exposure or infection could result in personal injury, illness, permanent disability, and/or death. You understand that the risk of becoming exposed to or infected by COVID-19 at City Fit Shop may result from the actions, omissions, or negligence of yourself or others, including, but not limited to City Fit Shop employees and members.

By signing this document, enrolling online, and/or attending in person classes, events, activities, and other programs and/or entering the City Fit Shop, to the extent allowed by applicable law, you voluntarily agree, on behalf of yourself, your heirs, personal representatives and/or assigns, and any minor child you may enroll: (a) to assume all of the foregoing risks related to COVID-19 and accept sole responsibility for any COVID-19 related injury, illness, damage, loss, claim, liability, or expense of any kind (including, but not limited to, personal injury, disability, and/or death) that may occur to you or your family members in connection with attendance at City Fit Shop or as a result of participation in City Fit Shop Services ("Claims"), and (b) covenant not to sue City Fit Shop, its instructors, clients, and employees for the Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto based on the actions, omissions, or negligence of City Fit Shop, its instructors, its members, and its employees, whether a COVID-19 infection occurs before, during, or after entering City Fit Shop studio facilities or participating in any City Fit Shop Services.

I AM SATISFIED THAT I HAVE FULLY INFORMED MYSELF ABOUT THE PHYSICAL RISKS AND VOLUNTARILY ACCEPT THESE PHYSICAL RISKS BOTH KNOWN AND UNKNOWN.

I attest and verify that, unless otherwise indicated below, I:

- a) am over 18 years of age.
- b) am free from all illnesses, injuries, and defects that could interfere with my safe participation in any of the above programming, activities, and/or events.
- c) that I am physically fit and sufficiently trained to participate in all activities associated with any of **ACTIVITIES** at City Fit Shop Inc. d) that the information given on this form is correct and complete.

NON-RECORDING OF LIVE STUDIO/ONLINE CLASSES AGREEMENT

You acknowledge and agree that any type of recording or transmission (video, audio, still photography, streaming, social media posting, etc.) of any live City Fit Shop classes, whether in person or online, is strictly prohibited without the prior written consent of an authorized corporate officer of City Fit Shop. City Fit Shop teams and instructors are not authorized to provide consent.

This includes even a temporary recording/transmission of a live City Fit Shop online class via online platforms such as SnapChat, Facebook, or Instagram. You are, however, permitted to record and post lawful, non-offensive content related to your participation in a City Fit Shop online or studio class before and/or after a class with the consent of each participant who is identified in your content.

Any violation of this policy is grounds for exclusion from future participation in any City Fit Shop classes. You further agree to indemnify, defend, and hold harmless City Fit Shop, its officers, directors, employees, agents, and instructors, from and against any claims, lawsuits or other actions, and all resulting loss, damage, or cost of any kind (including reasonable attorneys' fees) resulting from your violation of this policy.

FIRST AID

I authorize City Fit Shop Inc. to administer any first aid deemed necessary, and in case of serious illness or injury, give permission to request for medical and/or surgical care, and or required medical transport to a medical facility deemed necessary. I understand that City Fit Shop Inc. is not responsible for costs incurred for medical care.

PHOTO/AUDIO/VIDEO RELEASE

I acknowledge and consent that **photographs and audio/video recordings of my participation** and/or spectating in City Fit Shop Inc. facilities, or programming, activities and/or events in connection with City Fit Shop Inc., may be taken for teaching purposes, and for use in advertising/marketing, including but not limited to social media, now and in the future. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

I ACKNOWLEDGE THAT (I) I HAVE READ AND UNDERSTAND THIS DOCUMENT, (II) I HAVE INSPECTED THE CITY FIT SHOP INC. FACILITIES AND EQUIPMENT, (III) I ACCEPT THEM AS BEING SAFE AND REASONABLY SUITED FOR THE PURPOSE INTENDED AND (IV) I VOLUNTARILY SIGN THIS DOCUMENT.

IN WITNESS WHEREOF I have executed this document at the city of Edmonton in the Province of Alberta this ____ day of _____, 20____.

Printed Name of Participant: (Parent or Legal Guardian if under 18)

Signature of Participant: (or parent/legal guardian if under 18)

Printed Name of Witness (Must be over 18 years of age)

Signature of Witness