

PARTICIPANT AGREEMENT

CONSENT

For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), I (the referenced Participant below) hereby covenant and agree with Noam Gagnon's Wellness Center Beyond Pilates Inc. ("**Beyond Pilates**") as follows:

- 1. Confirmation:** I hereby represent and warrant that I am physically able to engage in the activities, fitness programs, or other services provided, arranged or sponsored by Beyond Pilates. I agree to attend sessions that are appropriate for my level of physical fitness and ability and any prior evaluations of my fitness level for mat and apparatus classes. I agree to inform Beyond Pilates of any condition or changes in my health which could affect my ability to exercise safely.
- 2. Personal Conduct:** I agree to follow all of Beyond Pilates's rules and instructions relating to my participation and use of the fitness facility and equipment.
- 3. No Representations:** Fitness progress and results depend upon genetics, environment, effort, lifestyle, nutrition, sleeping habits and other factors. I agree that no representations have been made regarding the results that I will achieve or the diagnosis or treatment of any medical diseases or deficiencies.
- 4. 24 Hour Cancellation:** Scheduled sessions may only be cancelled with 24-hour's notice to Beyond Pilates. If a session is cancelled with less than 24-hour's notice, Beyond Pilates will consider that session as if attended and the Participant will be responsible for payment in full.
- 5. Expiration:** Sessions will expire within **two (2) months** from the date of purchase. Expired sessions are non-refundable.
- 6. Release, Waiver and Indemnity:** You must complete the Release, Waiver and Indemnity (on the back) before you commence any sessions.

I **ACCEPT AND AGREE** on this ____ day of _____, 20__.

Signature of Participant: _____

Name of Participant: _____

BEYOND PILATES Authorization:

Signature: _____

Name: _____

RELEASE, WAIVER AND INDEMNITY

To: Noam Gagnon's Wellness Center Beyond Pilates Inc. ("**Beyond Pilates**") and their respective past, present and future owners, directors, officers, employees, agents, heirs, executors, administrators, independent contractors, successors, permitted assigns, members, guests and related persons involved with Beyond Pilates (collectively referred to as the "**Releasees**").

In this Release, Waiver and Indemnity Agreement the meaning of "**Activities**" will include any activity, fitness program and training, Pilates Method, or other services provided, arranged or sponsored by Beyond Pilates, or use of Beyond Pilates' fitness facility and equipment.

A. Assumption of Risks

I am aware that serious bodily harm can occur as a result of participating in the Activities and that participation in the Activities involves certain risks, dangers, and hazards, including but not limited to: mechanical failure of equipment used by the Releasees, loss of balance, strenuous physical exertion, impact or collision with structures, objects or equipment used in connection with the Activities; impact or collision with other members, guests and volunteers; the failure to participate in the Activities safely or within one's own ability; negligence of other members, guests and volunteers; and **NEGLIGENCE ON THE PART OF THE RELEASEES INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES.** I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

B. Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of my participation in the Activities and my use of services, equipment and facilities provided, owned or arranged by the Releasees, 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 the Activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, VICARIOUS LIABILITY FOR ANY OTHER PERSON'S ACT OR OMISSION, OR 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 INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES REFERRED TO ABOVE. I FURTHER RELEASE AND FOREVER DISCHARGE** the Releasees from and against all demands, claims, actions, damages, costs, and expenses arising from or with respect to death, injury, damages or loss to my person or property and any kind whatsoever, by the NEGLIGENCE or GROSS NEGLIGENCE of the Releasees. This Release extends to any liability of the Releasees arising out of or in any way connected with first-aid treatment or other medical services provided in the event of an emergency;
- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property damage, loss or personal injury to any third party resulting from my participation in the Activities; and
- 3. I WARRANT** that, to the best of my knowledge, I have the necessary skills and physical fitness to participate in the Activities.

C. General

This Release, Waiver and Indemnity Agreement will be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity. This Release, Waiver and Indemnity Agreement and any rights, duties and obligations as between the parties to this Release, Waiver and Indemnity Agreement will be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and any litigation involving the parties to this Release, Waiver and Indemnity Agreement will 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. If any portion of this Release, Waiver and Indemnity Agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. In entering into this Release, Waiver and Indemnity Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the Activities other than what is set forth in this Release, Waiver and Indemnity Agreement.

I AM 19 YEARS OF AGE OR OLDER. I CONFIRM THAT I HAVE READ THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT BY SIGNING THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT I AM FREELY, AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE, WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND PERSONAL REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature of Witness
Please print name clearly

Signature of Participant
Please print name clearly

Beyond Pilates Inc.

702-1190 Hornby St.
Vancouver, BC Canada
V6Z 2K5
778.997.4211

Date	Day	Month	Year
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