



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT		
BY SIGNING THIS YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE		
PLEASE READ CAREFULLY		INITIALS
Last	First	Date of Birth – YYYY/MM/DD
Address		
City	Prov/State	Postal/Zip Code
Country		
Telephone ()	Email	
☐ I consent to receive email appointment reminders, the Fortius monthly client e-newsletter and other periodic communications via email. (Don't worry we won't spam you, and you can unsubscribe at any time)		
Emergency Contact Name		Emergency Contact Phone

FORTIUS INSTITUTE INC. ("FORTIUS") & its directors, officers, partners, agents, representatives, employees, volunteers, independent contractors, subcontractors, tenants, sponsors, successors & assigns (collectively the "RELEASEES")

DEFINITIONS

In this Agreement the term "Activities" shall include all activities, programs, events, competitions, classes, and services provided, sponsored or organized by the Releasees including but not limited to: personal training, injury assessment, injury prevention, physical testing, or advice of a medical nature; fitness and health assessment and training including but not limited to aerobic, anaerobic, agility, speed, weight, and sport specific training; yoga, Pilates, body composition and movement analysis; use of the Hydroworx underwater treadmill, hot and cold tubs, steam room, and sauna; use of strength training and fitness equipment, machines and facilities, including but not limited to gymnasium, outdoor fields and terrain, laboratory and rehabilitation centres; participation in athletic competition or practice, orientation or instructional sessions or lessons, nutritional and dietary programs; use of lodging, office, and restaurant amenities, and any all other related activities.

ASSUMPTION OF RISKS

I am aware that my participation in the Activities involves many risks, dangers and hazards, which could result in damage, loss, physical injury or death to me. Some of these risks, dangers and hazards include, but are not limited to:

- Health: overexertion, dehydration, fatigue, lack of fitness or conditioning, or traumatic injury.
- Premises: defective, dangerous or unsafe condition of the indoor and outdoor facilities; falls; collisions with objects, equipment or persons; dangerous or unsafe weather conditions for outdoor facilities, lack of supervision or available first aid, and drowning risks associated with aquatic facilities.
- Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability.
- Advice: negligent advice regarding the Activities including medical advice or advice of a medical nature.
- My conduct and conduct of other persons: I acknowledge that such conduct, including my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand that the Releasees may fail to safeguard or protect me from the risks dangers and hazards of the Activities, some of which are referred to above.



RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in the Activities, use its equipment and facilities and providing its services and consultation, 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 but not limited to:

- negligence on the part of the Releasees;
- breach of contract by the Releasees;
- breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
- 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. 303, on the part of the Releasees; and
- the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of the Activities, some of which are referred to in the Assumption of Risks section of this Agreement

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in the Activities.

3. Despite the risks, dangers and hazards of the Activities, and fully understanding such risks, dangers and hazards, I wish to participate in the Activities with the Releasees, and 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.

4. This 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.

SAFETY: I will conduct myself in a safe and proper manner at all times. I am aware that there are instructors and staff available to answer any questions I may have regarding how to properly participate in the Activities and I am aware that my participation in the activities may be unsupervised and that medical or first aid services may not be available in the event of injury. In entering into this Agreement I am not relying on any oral, visual 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 Agreement.

INSURANCE: I am aware that the Releasees do not provide me with any disability, accident, liability or medical insurance or compensation, should I become injured or cause personal injury, death or property damage to any third party while participating in the Activities.

JURISDICTION: This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia, and I agree to attorn solely to the jurisdiction of the Courts of the Province of British Columbia. Any litigation involving the parties to this Agreement shall 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.

PHOTOGRAPHY & SOCIAL MEDIA POLICY: It's very important to us that our clientele have the privacy they need to train and rehabilitate. While we encourage you to share your own experience (and tag us on social media!), **photography or video capturing other clients is strictly prohibited.** Any photography/video equipment must be approved before use.

INITIALS

Signature of Participant:	Date:
Please Print Name:	Witness:
Signature of Parent/Guardian (if participant under 19 years):	Date:
Please Print Name:	Witness: