

## WAIVER AND INDEMNITY

THIS AGREEMENT dated \_\_\_\_\_, 20\_\_ is between **ORIGINAL YIN WELLNESS CENTRE INC.** doing business as the **ORIGINAL YIN QI GONG GYM** (the "Owner") and \_\_\_\_\_ (the "Participant").

(Print Name)

In consideration of the Participant's acceptance into and participation in a program of personal fitness training conducted by the Owner and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. COVENANT, WAIVER AND INDEMNITY.** The Participant does hereby waive, release, indemnify and save harmless the Owner, and the Owner's directors, officers, agents, servants, employees, subsidiaries, and affiliates, jointly and severally, from any and all losses, costs, injuries, or damages, of every nature and kind, suffered by the Participant, arising out of the Participant's participation in the Owner's personal fitness training program.

**2. WAIVER AND INDEMNITY ABSOLUTE.** The covenant, waiver, release and indemnity contained herein is absolute and unconditional, and without limiting the generality of the foregoing the liability of the Participant will not be considered to have been waived or in any way affected by any extension of time, or indulgence or modification, which the Owner may extend to the Participant or make with the Participant from time to time in connection with any agreement between the Participant and the Owner.

**3. SPECIFIC RISK.** The Participant acknowledges that the Owner has specifically made the Participant aware that the Owner's personal fitness training program (including strength, flexibility and cardiovascular exercises and the use of the Owner's equipment) is potentially hazardous and that the risks include, but are not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attack, serious disability, and serious injury to bones, joints and muscles. By signing below, the Participant acknowledges that his/her participation in the Owner's personal training program and the use of the Owner's equipment and machines is voluntary and the Participant agrees to accept any and all risks of injury or death.

*Initial* \_\_\_\_\_

**4. PARTICIPANT'S REPRESENTATIONS AND WARRANTIES.** The Participant represents and warrants that he/she is physically fit and suffering from no condition, impairment, disease, infirmity or other illness that would prevent the Participant from partaking in a program of physical fitness training or using the Owner's equipment or machines. The Participant further acknowledges that he/she has either had a physical examination and has received permission from his/her physician to participate, or has decided to participate in the exercise activities, programs and use of equipment without the approval of his/her physician in said activities, programs and use of equipment.

**5. OWNER'S REPRESENTATIONS AND WARRANTIES.** The Owner makes no representations or warranties with respect to the effectiveness or completeness of the personal fitness training program, or to its suitability or appropriateness or fitness for the purpose to which the Participant is participating in the personal training program. Without limiting the generality of the foregoing, the Owner makes no representations or warranties with respect the suitability of the Owners personal fitness training program having regard to the Participant's age, weight, height, or health, whether known or unknown by the Owner.

**6. SURVIVAL OF INDEMNITY.** This Agreement will continue to apply with respect to periods during and after the term that the Participant partakes in the Owner's personal fitness training program, as extended, modified or renewed.

**7. MODIFICATION OF INDEMNITY.** No modification of this Agreement will be effective unless it is in writing and signed by the Participant and the Owner.

**8. SUCCESSORS.** This Agreement will bind the Participant, and the heirs, executors, administrators, successors, and assigns of the Participant, and will benefit the Owner, its successors, and assigns.

**9. GOVERNING LAW.** This Agreement will be governed by and construed in accordance with British Columbia law and will be subject to the jurisdiction of the courts of British Columbia.

**10. SEVERABILITY.** If any term of this Agreement is partially or wholly invalid or unenforceable, the remainder of this Agreement will not be affected, and each remaining term will be separately valid and enforceable.

**11. AUTHORITY TO SIGN.** The Participant affirms that he/she is of legal age and signs this agreement freely relying on his/her own judgment and knowledge. If the Participant is not of legal age, the Participant declares that he/she has received the consent of his/her legal guardian.

THE PARTICIPANT ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO THE FOREGOING, AND TO EVIDENCE THIS AGREEMENT THE PARTICIPANT HAS EXECUTED THIS AGREEMENT on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Participant and Phone Number)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name and Phone Number of Witness)

\_\_\_\_\_  
(Signature of Parent if Participant is under 19 years of age and Phone Number)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name and Phone Number of Witness)

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Date)