

## 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 "Client").

(Print Name)

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

**1. COVENANT, WAIVER AND INDEMNITY.** The Client does hereby waive, release, indemnify and save harmless the Owner, and the Owner's directors, and employees, jointly and severally, from any and all losses, costs, injuries, or damages, of every nature and kind, suffered by the Client, arising out of the Client's participation at Original Yin Qi Gong Gym.

**2. WAIVER AND INDEMNITY ABSOLUTE.** The Client's covenant, waiver, release and indemnity contained herein is absolute and unconditional.

**3. SPECIFIC RISK.** The Client acknowledges that the Owner has specifically made the Client 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. The risks include, but are not limited to death, serious neck and spinal injuries resulting in paralysis, heart attack, serious disability, and serious injury to bones, joints and muscles. By signing below, the Client acknowledges that his/her participation at Original Yin Qi Gong Gym and the use of the Owner's equipment and machines is voluntary. The Client agrees to accept any and all risks of injury or death.

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

**4. PARTICIPANT'S REPRESENTATIONS AND WARRANTIES.** The Client **represents** and warrants that he/she is physically fit and suffering from no condition, impairment, disease, infirmity or other illness that would prevent the Client from partaking in a program of physical fitness training or using the Owner's equipment or machines. The Client 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 at the Original Yin Qi Gong Gym without the approval of his/her physician.

**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 Client is participating in the personal training program. Without limiting the generality of the foregoing, the Owner makes no representations or warranties with respect to the suitability of the Owners personal fitness training program having regard to the Client'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 Client participates at the Original Yin Qi Gong Gym.

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

**8. SUCCESSORS.** This Agreement will bind the Client, and the heirs, executors, administrators, successors, and assigns of the Client, 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 Client affirms that he/she is of legal age and signs this agreement freely relying on his/her own judgment and knowledge. If the Client is not of legal age, the Client 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\_\_.

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(Signature of Client and Phone Number) (Date)

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(Signature of Parent if Client is under 19 Years of Age and Phone Number) (Date)

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(Signature of Owner) (Date)