



By signing this document, you will waive legal rights, including the right to sue

PLEASE READ CAREFULLY

Assumption of Risk and Informed Consent

I hereby acknowledge that I am voluntarily partaking of the services offered by Union Pilates Inc. ("Union Pilates") to engage in physical activity and exercise including but not limited to Pilates classes, fitness classes, yoga classes and the use of any of the facilities and equipment and other services offered by Union Pilates (the "Services"). I am aware that, while unlikely, physical activity and exercise and the use of the Services of Union Pilates are potentially hazardous and involve many risks, dangers and hazards including but not limited to: heart attacks; strokes; broken bones; sprains; muscle strains; shin splints; joint or back injuries; heat prostration; illness; soreness; and in rare instances, death; as well as property damage or loss; and may involve NEGLIGENCE ON THE PART OF UNION PILATES, INCLUDING THE FAILURE TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN PHYSICAL ACTIVITIES AND EXERCISE. **I FREELY ACCEPT AND FULLY ASSUME, WITHOUT QUALIFICATION OR LIMITATION, ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

I acknowledge that I have had a physical examination and been given my physician's permission to participate in physical activity and exercise, or that I have decided to participate without my physician's approval. I do hereby assume all responsibility for my participation in any physical activity and exercise and the use of Services of Union Pilates.

Release of Liability, Waiver of Claims, and Indemnity Agreement

In consideration of the commencement of my Pilates practice at Union Pilates, and Union Pilates permitting my use of their Services, and for other good and valuable consideration, I hereby agree as follows:

- To waive any and all claims** that I have or may in the future have against Union Pilates and its directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as "the Releasees") and to release the Releasees from any and all claims and liability (except as prevented by statute) for any injury, including death, loss, damage, cost, or relief of any kind due to any cause whatsoever, including: claims resulting from, arising out of the use of or in any way connected with the Services offered by Union Pilates; negligence; gross negligence; breach of contract; vicarious liability for any other person's act or omission, or breach of any statutory or other duty of care on the part of the Releasees, including any duty of care owed under the Occupiers Liability Act, R.S.B.C. 1996, c. 337.
- To hold harmless and indemnify the Releasees** from any and all claims or liability for any damage to property of, or personal injury to, any third party, resulting from the condition or use of any Services of Union Pilates, or participation in Union Pilates activities of any kind.
- 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.

I have read this document thoroughly and I understand that, by signing it, I will WAIVE AND GIVE UP IMPORTANT LEGAL RIGHTS which I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees, including the right to sue. I have been afforded a full and unconstrained opportunity to withdraw from participating in or receiving the Services, should I not wish to assume all of the dangers and risks associated with it, but I have freely and voluntarily elected to assume all of these dangers and risks, to give up important legal rights as set out in this document, and to participate in and receive the Services. In entering into this Agreement, I am not relying upon any oral or written representations or statements of any kind made by the Releasees other than what is set forth in this Agreement.

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Date: DAY / MONTH / YEAR

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Client Name (PLEASE PRINT)

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Staff Name (print)

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Client Signature

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Staff Signature

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Guardian / Purchaser Signature if applicable