**Assumption of Risk, Release of Liability, Waiver of Claims, Indemnity Agreement**

(the “Release Agreement”)

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| **Client Information**  Name: [MEMBER NAME]  Address: [MEMBER ADDRESS]  Phone: [MEMBER PHONE]  Email: [MEMBER EMAIL]  (“Client”) |
| (If the Client is under the age of 19 years)  Parent Name: [PARENT NAME]  Phone: [PARENT PHONE]  Email: [PARENT EMAIL] |
| **Emergency Contact**  Name: [EME NAME]  Phone: [EME PHONE]  Relationship to Client: [EME RELATIONSHIP] |

PLEASE NOTE by accepting this Release Agreement the Client will waive or give up certain legal rights, including the right to sue or claim compensation following an accident. PLEASE READ CAREFULLY.

TO: Barriere Gym and Fitness Ltd. of 4&5 4353 Conner Road, Barriere, British Columbia V0E 1E0, and its directors, partners, officers, stakeholders, employees, contractors, agents, representatives, successors and assigns (collectively referred to as the “Releasees”)

IN CONSIDERATION of allowing me to access Barriere Gym and Fitness Ltd.’s fitness centre (the “Fitness Centre”) on the date next to my signature below and on all subsequent days I attend the Fitness Centre, I the Client agree as follows:

**Assumption of Risk**

I hereby acknowledge and fully assume all risks associated with physical exercise and the use of the Fitness Centre amenities, which risks include but are not limited to: damage to my personal property or the personal property of third parties, injury to myself or my death or the injury to or death of third parties due to slips, falls, musculoskeletal strains, exertion, or abrasions, lacerations, or broken bones due to improper or negligent use of exercise equipment.

I hereby agree to follow all Fitness Centre rules and regulations as may be posed in the Fitness Centre, and as they may be amended from time to time.

Notwithstanding the foregoing, I hereby agree that my personal safety is exclusively my responsibility and any of the foregoing rules, instruction, guidance, or equipment provided to me by any of the Releasees shall not be construed as a guarantee or warranty against any of the risks, dangers and hazards mentioned herein, and the failure by any of the Releasees to provide me with any of the foregoing shall not be construed as a waiver or release of my assumptions and covenants hereunder.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OR LOSS RESULTING FROM MY PRESENCE IN OR USE OF THE FITNESS CENTRE.

**Waiver of Claims, Release of Liability and Indemnity Agreement**

In consideration of the Releasees permitting me to enter the Fitness Centre I hereby agree as follows:

1. to waive any and all claims or actions I have or may have in the future against the Releasees or any of them, and to release the Releasees or any of them from any and all liability, claims or actions for any loss, damage, expense, injury, illness or death that I or any persons that I am responsible for may suffer as a direct or indirect result of or related to in any way my use of or my presence in the Fitness Centre;
2. to indemnify and save harmless the Releasees and each of them against any and all claims, demands, losses, damages, cost or expense of any nature or kind by whomsoever made, incurred by the Releasees or any of them as a result of my use of or presence in the Fitness Centre; and
3. this waiver, release and indemnity shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND AM AWARE THAT BY ACCEPTING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Client Signature Date [DATE]

(or parent/guardian)

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Name: [MEMBER NAME] ; [PARENT NAME]

Witness Signature Date [DATE]

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Name: