

# RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ THIS DOCUMENT CAREFULLY

Initials

I, \_\_\_\_\_, of \_\_\_\_\_,  
[Print Name] [Apt. and Street]  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
[City] [Province/State] [Postal Code] [Birth Date: dd/mm/yy]

acknowledge and agree that in consideration of being permitted to participate in **Personal Training and Fitness Services** organized, staged and/or operated by **Breathe Personal Training and Fitness Inc.** (hereinafter referred to as “**Breathe Fitness**”):

1. **I DO HEREBY RELEASE Breathe Fitness** and its directors, officers, employees, sponsors, independent contractors and agents from all liability, and **DO HEREBY WAIVE** as against **Breathe Fitness** and its directors, officers, employees, sponsors, independent contractors and agents all recourses, proceedings, claims, and causes of action of any kind whatsoever, in respect of any and all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in **Personal Training and Fitness Services** notwithstanding that such injuries or losses may have been caused solely or partly by the negligence or breach of duty of **Breathe Fitness**, or any of their directors, officers, employees, sponsors, independent contractors or agents.
2. **I HEREBY ACKNOWLEDGE AND AGREE THAT:**
  - **Personal Training and Fitness Services** may be dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of **Personal Training and Fitness Services** itself, others which result from human error and negligence on the part of the persons involved in organizing, staging and/or operating the **Personal Training and Fitness Services**;
  - as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss;
  - some of the aforesaid risks and hazards are foreseeable, but others are not;
  - I nevertheless **freely and voluntarily assume all the aforesaid risks and hazards**, and that, accordingly, my preparation for, and participation in **Personal Training and Fitness Services** **shall be entirely at my own risk**;

- I understand that neither **Breathe Fitness** nor any of its directors, officers, employees, sponsors, independent contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in **Personal Training and Fitness Services**;
- I have carefully read this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** (the "Agreement"), that I fully understand same, and that I am freely and voluntarily executing same;
- I clearly understand that by signing this Agreement I will be **FOREVER PREVENTED FROM SUING OR OTHERWISE CLAIMING** against **Breathe Fitness**, its directors, officers, employees, sponsors, independent contractors and agents for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for **regular physical fitness**, whether or not such loss or injury is caused solely or partly by the negligence of **Breathe Fitness** or any of its directors, officers, employees, sponsors, independent contractors and/or agents;
- I have been given the opportunity and have been encouraged to seek legal advice prior to signing this Agreement;
- I clearly understand that **Breathe Fitness** would not permit me to participate in **Personal Training and Fitness Services** unless I signed this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT**, that this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** applies to **[regular physical fitness]** whether occurring in the near or distant future, and that the terms of this Agreement have been explained to me by **Breathe Fitness** or one or more of their representatives;
- this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** is binding on myself, my heirs, my executors, administrators, personal representatives and assigns;
- this Agreement may be in addition to another agreement I must sign as a condition of participation in **Personal Training and Fitness Services** and that I am bound by the terms and conditions of both agreements; and
- I agree that I am physically capable of participating in **Personal Training and Fitness Services**, and that I have no pre-existing conditions that would hinder my ability to participate in **regular physical fitness**.

\_\_\_\_\_  
Participant Name (Please Print)

\_\_\_\_\_  
Witness Name (Please Print)

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

This Agreement must be completed in full, initialed, dated, signed and witnessed prior to participating in **Personal Training and Fitness Services** offered by **Breathe Personal Training & Fitness Inc. o/a Breathe Fitness, 7939-77 Ave NW, Edmonton, Alberta T6C0K8**