

## Functional Athletics Inc

### *Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement*

#### ***Please Read Carefully!!***

***Functional Athletics Inc encourages you to clear your participation in any exercise program with your physician.***

I, \_\_\_\_\_(name), am participating in a program of physical activity, including, but not limited to, all and any of the following services and related activities offered by Functional Athletics Inc. (“**Functional Athletics**”): fitness classes, personal training sessions and nutritional programs, (together, the “**Services**”). I hereby assume all responsibility for my participation in the Services and acknowledge that:

- (a) I have had a physical examination and have been given my physician’s permission to participate in the Services (or that I have decided to participate without the approval of my physician),
- (b) participating in the Services will involve strenuous activity, risk of injury and of death, whether caused by myself or someone else, and
- (c) I am voluntarily participating in the Services with the knowledge of the dangers involved, including, but not limited to, the potential for a heart attack, muscle strains, pulls or tears, broken bones, shin splints, heat exhaustion, knee injuries, lower back injuries and soreness however caused, and any physical or property damage or loss, occurring during or after my use of the Services.

**IN CONSIDERATION OF Functional Athletics ALLOWING MY PARTICIPATION, I HEREBY AGREE AS FOLLOWS:**

1. To be liable for the cost of repair or replacement if I cause any damage to the Functional Athletics facilities (the “**Facilities**”).

2. To waive any claims that I have or may have in the future against Functional Athletics and its officers, directors, shareholders, employees, volunteers, affiliates, successors, estates, heirs, agents and independent contractors (together, the “**Releasees**”).
3. To irrevocably release the Releasees from any claims of all kind (except as prevented by statute) for any Injuries, loss, damage, cost, or relief of any kind, resulting from or arising out of or connected with the Services, including without restriction, claims arising from excessive exertion, from the condition of equipment or premises or facilities, from the conduct of other members or third parties, and from negligence, including gross negligence, trespass, breach of contract, vicarious liability for any other person’s act or omission, or breach of any statutory or other duty of care, including any duty of care owed under the *Occupiers Liability Act*, R.S.B.C. 1979, c. 303, on the part of the Releasees.
4. To defend, hold harmless and indemnify the Releasees from any and all liability for any damage to property of, or personal injury to, any third party resulting from my participation in the Services including any minors that I bring to the facility (each, a “**Minor**”). Without limitation to the foregoing, I agree to supervise such Minors and to be wholly responsible for their conduct at all times while in the Facilities, and that Functional Athletics shall in no way have any obligation to supervise any Minors.
5. This waiver and release shall (a) be governed by British Columbia law, and (b) be effective and binding upon my spouse, heirs, next of kin, relatives, executors, administrators, assigns and representatives in the event of my death or incapacity.

I represent and warrant I am signing this agreement freely and willfully and not under fraud or duress.

*Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (Cont'd)*

**I HAVE READ THIS FORM IN ITS ENTIRETY AND FULLY UNDERSTAND AND AGREE THAT BY SIGNING THIS FORM I AM WAIVING ALL LEGAL RIGHTS AND REMEDIES THAT ARE AVAILABLE TO ME IN CONNECTION WITH MY USE OF FUNCTIONAL ATHLETICS INC FACILITIES AND SERVICES INCLUDING THE RIGHT TO SUE. I HEREBY AFFIX MY SIGNATURE HERETO.**

---

Client's name (please print clearly)

\_\_\_\_\_ Date: \_\_\_\_\_

Client Signature

---

Client address

---

\_\_\_\_\_ Date: \_\_\_\_\_

Parent/ guardian signature (if client is under the age of 19 years)

*Functional Athletics Inc respects your privacy. Any personal information we collect is used only to communicate with you, complete transactions that provide products and services to you and ensure the safety of our clients and staff.*

*FA CrossFit, FA Row, FA Yoga and FA Olympic Lifting are business units of Functional Athletics Inc.*