

**WAIVER OF CLAIMS
RELEASE FROM LIABILITY
ASSUMPTION OF RISKS**

TO: PR PILATES INC.
(the “Company”)

AND TO: (the “Owner”)

ACTIVITY: Use of Fitness Facilities and associated classes, events, and activities (the “Activity”)

THIS AGREEMENT WITNESSES that for good and valuable consideration, including the acceptance of the application of the undersigned for participation in the Activity on property owned or operated by the Owner, the sufficiency and receipt of which consideration are hereby acknowledged, the undersigned hereby agrees as follows:

1. **Release.** I agree to release, and hereby do release, each of the Company and the Owner, their respective directors, officers, agents, employees, contractors, affiliates and representatives (collectively, the “Releasees”), from any and all liability that they or any of them may have, for any personal injury, death, property damage or other loss, sustained by me in connection with, or as a result of, my participation in the Activity, due to any cause whatsoever, including without limitation the negligence of the Company or the Owner or any of the Releasees.

2. **Waiver of Claims.** I hereby waive any and all claims I may now and in the future have against the Releasees, or any of them, and I agree not to sue the Releasees, or any of them, for any personal injury, death, property damage or other loss, sustained by me in connection with, or as a result of, my participation in the Activity, due to any cause whatsoever, including without limitation the negligence of the Company or the Owner or any of the Releasees.

3. **Acknowledgement of Risk.** I acknowledge that there are certain risks involved in my participation in the Activity, in addition to the usual risks and dangers inherent in any physical activity, including without limitation slips, falls, physical contact with another person, malfunction of equipment or facilities. Physical activity carries a non-zero risk of personal injury or death. I acknowledge it is my responsibility, and I agree to, exercise within my own personal knowledge and limitations. Should I not fully understand proper use of equipment, it is my responsibility to consult with staff prior to use.

4. **Risks Contribute to Enjoyment.** I acknowledge that the enjoyment and excitement that I receive from my participation in the Activity is derived in part from the risks inherent in participation in the Activity, and that those risks contribute to my enjoyment and excitement of participating in the Activity.

5. **Assumption of Risks.** I hereby assume and accept all of the dangers and risks connected with, or related in any way to, my participation in the Activity, and the possibility of personal injury, death, property damage or loss resulting from any of the foregoing.

6. **No Representation.** In entering into this Agreement, I confirm that I am not relying on any representation or statement made by the Company, the Owner or any of the Releasees, whether oral or in writing, to induce me to participate in the Activity or minimizing the risks or dangers connected with or related to my participation in the Activity.

7. **Amendment.** I agree that this Agreement may not be modified unless agreed to in writing by me, the Company and the Owner.

8. **Binding Agreement.** I agree that this Agreement constitutes a legally binding obligation enforceable in accordance with its terms, and that it shall continue to bind me and my heirs, executors, legal representatives and personal assigns.

9. **Governing Law.** This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereby submits to the nonexclusive jurisdiction of the Province of Ontario in connection with this Agreement.

10. **Invalidity of Provision.** In the event an Ontario court of competent jurisdiction determines a provision in this Agreement is illegal or unenforceable, such provision shall be rendered ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions, which shall remain in full force and effect.

I confirm that I am 18 years of age, that I have completely read this Agreement and that I fully understand the provisions of this Agreement. I understand that by signing this Agreement I am giving up my legal rights including the right to sue.

Minor Acknowledgment. In the case of a minor Participant (under the age of 18 years), the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Waiver on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Waiver. Additionally, by signing this Waiver as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.