

By signing this document, you will waive certain legal rights, including the right to sue.  
**READ CAREFULLY**

IN CONSIDERATION FOR the personal training programs that I will receive, I, the participant, agree to the following:

For the purpose of this Agreement,

“**Personal Training Activities**” are the personal training programs that I will receive from Tyler Prieur and/or Real Personal Training; and

“**Trainer or Trainers**” are Tyler Prieur, Real Personal Training, or a director, officer, employee, contractor or agent of the Company or any combination thereof.

#### **Acknowledgement and Acceptance of Risk**

I acknowledge that my participation in the Personal Training Activities entails known and unanticipated risks that could result in emotional injury, physical injury, paralysis, death, and damage to myself, my property, or third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

I acknowledge that, among other things, there may be a training equipment malfunction or catastrophic failure resulting in injury or death.

I acknowledge that the personal training programs are not complete warnings or instructions and that incomplete warnings or instructions may result in injury or death.

I acknowledge that the Trainers do not know or understand my medical needs or history, even if I provide such information to them, and that I am solely responsible for taking all precautions if physical or emotional discomfort occurs.

I acknowledge that the Trainers recommend that I consult a doctor before commencing any personal training exercises.

I expressly agree, accept and assume all of the known and unanticipated risks involved in this activity. My participation in this activity is purely voluntary and I elect to participate in this activity despite the risks.

#### **Indemnification and Release from Liability**

I, on behalf of my family, heirs, executors, administrators, representatives, assigns, and estate hereby release, forever discharge, and agree to indemnify and hold harmless the Trainers, and to waive any and all legal rights, claims, demands, or causes of action that I have or may have in the future against the Trainers from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my family, heirs, assigns, personal representative, or estate may suffer as a result of my participation in the Personal Training Activities DUE TO ANY CAUSE WHATSOEVER including NEGLIGENCE, SUDDEN AND CATASTROPHIC EQUIPMENT FAILURE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE,

INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, RSO 1990, c O.2 ON THE PART OF THE TRAINERS.

I further agree to hold harmless and indemnify Real Personal Training from any and all liability for any personal injury to a third party resulting from my participation in Real Personal Training's training and activities.

I further agree to hold harmless and indemnify the Trainers from any and all liability for damage to personal property resulting from my participation in Personal Training Activities.

### **Applicable Laws**

This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction. Any claims of any type involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the courts of the Province of Ontario.

If any portion of this waiver and release shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this waiver and release shall remain in full force and effect and the offending provision or provisions severed.

### **Minor**

I acknowledge and agree that I am not a minor.

### **No Verbal Agreements**

I agree that there are no promises, representations, understanding or agreements between myself and a Trainer other than as set out in this Agreement and other than what may be in an agreement between myself and the Company that addresses the cost of the personal training services.

### **Assignment**

I agree that I may not assign, sell or transfer this Agreement or the rights conferred under it will be immediately cancelled.

**Agreement**

I acknowledge and agree that my access to and use of the Personal Training Activities is subject to the above agreement

I have had sufficient opportunity to read this entire document.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, AND I HAVE AGREED TO DO SO FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**