



**Burn365 Fitness Inc.
Agreement of Release and Waiver of Liability**

NAME: _____ EMAIL: _____

ADDRESS: _____

PHONE: _____ ALT PHONE: _____

How did you hear about Burn365 Fitness Inc.? (please check all that apply)

drive by internet search promotional event (specify) _____

friend (specify) _____ article or advertisement (specify) _____

When is your birthday? _____

Are there any injuries, ailments, or medications that the instructor should know about _____?

I, (Participant name) _____, agree to the following:

AWARENESS OF RISKS.

- I acknowledge that the instruction offered by Burn365 Fitness Inc. is limited to that of instruction in fitness training including, but not limited to, Yoga, Hot Yoga, Pilates, Hot Pilates, Barre, Hot Barre, Zumba, Various Dance/Cardio Exercises, and High Intensity Interval Training (HIIT).
- I acknowledge that there are risks associated with participation in the activities and programs offered or sponsored by Burn365 Fitness Inc. I have informed myself and understand the risks associated with my participation in these activities and programs and (where applicable) my use of the facilities, including the risk of personal injury, and I freely accept these risks.
- I understand that I am free to withdraw from or reduce my participation in the activities and programs offered or sponsored by Burn365 Fitness Inc. at any time.
- I am not aware of any medical condition that would affect my ability to participate in the activities and programs offered or sponsored by Burn365 Fitness Inc. If I have any concerns about my medical condition, I will consult with my physician and get approval before participating in the activities and programs offered or sponsored by Burn365 Fitness Inc.



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RELEASE AND WAIVER.

In consideration of the acceptance of my registration for the activities and programs offered or sponsored by Burn365 Fitness Inc., I hereby for myself, my heirs, executors, administrators, or any others who may claim on my behalf, promise not to sue, and hereby waive, release and discharge Burn365 Fitness Inc. and anyone acting for or on its behalf, from any and all claims of liability for personal injury, illness, loss of life or property damage of any kind or nature, arising out of or sustained in the course of my participation in the activities and programs offered or sponsored by Burn365 Fitness Inc. or attending Burn365 Fitness Inc. related events both on and off of the Burn365 Fitness Inc. Premises. This Release and Waiver applies to all claims, foreseen or unforeseen, including negligence and breach of statutory or other duty of care (including that owed under *The Occupiers' Liability Act*).

I agree that this Agreement and Release and Waiver is intended to be as broad and inclusive as permitted by law. Any provision found to be invalid or unenforceable by a court shall not affect the validity or enforceability of any other provision.

I have read this document carefully and acknowledge that I have complete knowledge and understanding of its contents. I recognize that by signing this document I am waiving certain legal rights, including the right to sue. I am signing this document voluntarily.

Participant Signature: _____ **Date:** _____

If the participant is under the age of 18 years:

As legal guardian of (print name): _____ I consent to stated conditions and terms.

Signature of Parent/Guardian: _____ **Date:** _____