

## Body Now 4 Mums ©

### ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY FOR INFANTS & CHILDREN

**For infants and children under the Age of Majority in the Province or Territory in which the Fitness Activities are provided by Body Now 4 Mums [the Organization].**

**WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!**

**Every Parent/Guardian Must Read and Understand this Waiver Prior to the infant or child participating in Fitness Activities.**

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me on behalf of the undersigned infant or child (the "participant") with and for the benefit of BODY NOW 4 MUMS, its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (the "Organization").

**Initial Each Item Below after Reading and Understanding Each Item:**

- 1. I am the Parent/Guardian of the participant and am executing this waiver on behalf of the participant in my capacity as Parent/Guardian and with the intent that this waiver be binding on myself and the participant for all purposes.
- 2. "Fitness Activities" includes but is not limited to contact and non-contact fitness activities, lessons, classes, training, use of facilities, programs and services provided to the participant by the Organization.
- 3. I am aware that there are inherent and significant dangers, hazards and risks ("Risks") associated with the participation in Fitness Activities. I understand that the Risks are relative to the Participants state of fitness or health (physical, mental and emotional), and to the awareness, care and skill with which the child conducts him or herself while participating in Fitness Activities.
- 4. I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or loss resulting from the participant's participation in Fitness Activities. I agree that although the Organization has taken steps to reduce the Risks and increase the safety of the Fitness Activities, it is not possible for the Organization to make the Fitness Activities completely safe. I accept these Risks and agree to the terms of this waiver even if the Organization is found to be negligent or in breach of any duty of care or any obligation to the participant in the participant's participation in Fitness Activities.
- 5. I acknowledge the participant's obligation to inform the nearest employee of the Organization if the participant feels any pain, discomfort, fatigue or any other symptoms the participant may suffer during or immediately after his or her participation in Fitness Activities. I understand that the participant may stop participating at any time, and has the right to immediately withdraw from any exercise or drill in which the conduct of any party seems beyond the scope of training, makes the participant uncomfortable or which the participant believes will be harmful to him or her.
- 6. In addition to consideration given to the Organization for the participant's participation in Fitness Activities, I and my heirs, next of kin, executors, administrators and assigns, as well as the participant's heirs, next of kin, executors, administrators and assigns (collectively our "Legal Representatives") agree:
  - (a) to waive all claims that I, the participant or our Legal Representatives have or may have in the future against the Organization; and
  - (b) to release and forever discharge the Organization from all liability for all personal injury, death, property damage or loss resulting from the participant's participation in Fitness Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the Organization.
- 7. I agree to be liable for and to hold harmless and indemnify the Organization from all actions, proceedings, claims, damages, costs demands including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with the participant's participation in Fitness Activities.
- 8. I agree that this waiver and all terms contained within are governed by the laws of the Province or Territory in which the participant is participating in Fitness Activities. I hereby irrevocably submit to the jurisdiction of the courts of that Province or Territory.
- 9. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety, and have agreed to the terms freely and voluntarily. I understand that this waiver is binding on myself, the participant and our Legal Representatives.

**Please Print Clearly**

Infant or Child [the participant] Name: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Address: \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

\_\_\_\_\_  
Body Now 4 Mums [Organization] Witness Name  
Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Body Now 4 Mums [Organization] Witness Signature