

THE FACTORY

DANCE | FITNESS | YOGA

Release and Waiver of Liability and Assumption of Risk

By joining as a member, visiting as a guest, visiting on a trial basis or as a Studio Hire client at The Factory Fitness & Dance Centre, I understand that at times there are no staff on duty and I am being permitted to access the premises, gymnasium and/or classes at The Factory Fitness & Dance Centre on the following terms and agree to this Waiver of Liability.

1. I ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity I participate in and that I am qualified, in good health, and in proper physical condition to participate in the Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. I FULLY UNDERSTAND that:

a. The Activities I partake in involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks");

b. These Risks may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the "Releasees" named below;

c. There may be other risk and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE

The Factory Fitness and Dance Centre LTD, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place (each considered one of the "Releasees" herein) from ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and I further agree that if anyone on my behalf makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, legal fees, loss, liability, damage, or cost which may incur as the result of such claim. I hereby certify that I am a competent adult. This waiver of liability and assumption of Risk is effective from the aforementioned date and is valid into perpetuity, including every occasion I participate in any activity involving the Releasees. This waiver of liability and assumption of Risk cannot be revoked or modified by any other agreement, written, verbal or otherwise.