

**TELUS FITNESS
RELEASE, WAIVER AND ASSUMPTION OF RISK**

Warning: This Agreement will affect your Legal Rights. Read it carefully!

I _____ the parent/guardian of _____ (participant name) (the "**Participant**") have reviewed and accept the following RELEASE, WAIVER & ASSUMPTION OF RISK.

I, for and in consideration of the **Participant** being permitted to use the athletic and recreational facilities and equipment owned or operated by TELUS Communications Company and/or its affiliates, (as the term is defined in the *Canada Business Corporations Act*) ("TELUS"), 603759 British Columbia Ltd. (the "Landlord"), Life Works Health Solutions Inc. ("LifeWorks"), and Active Fitness Equipment Services Ltd. ("Active Fitness"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby for myself and for my heirs, executors and administrators, agree to forever release, discharge, fully indemnify and save harmless TELUS, the Landlord, LifeWorks, Active Fitness and their respective past, present and future shareholders, directors, officers, employees, servants, agents, contractors, licensees, invitees, successors and assigns from any and all claims, demands, liabilities, actions, losses, costs, damages and expenses whatsoever on account of damage to or loss of property, physical or mental injury or death, at any time and in any manner arising, in whole or in part, directly or indirectly, from or in consequence of the use by the **Participant** of the athletic and recreational facilities and equipment owned or operated by TELUS, the Landlord, LifeWorks or Active Fitness or the participation by the **Participant** in any athletic or recreational activity organized, operated or sanctioned by TELUS, the Landlord, LifeWorks or Active Fitness and whether or not such damage or loss, physical or mental injury or death is due to the negligence of any person whomsoever, including, without limitation, TELUS, the Landlord, LifeWorks, Active Fitness or their respective directors, officers, employees, servants, agents, contractors, licensees, invitees, successors and assigns.

2. And **I**, the undersigned, do hereby acknowledge and agree:

- a) the use of athletic and recreational facilities and equipment can be dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of the activity itself, others which result from human error and negligence on the part of persons involved in the preparation of organization and staging of programs, classes and other activities;
- b) that, as a result of the aforesaid risks and hazards, the **Participant** may suffer serious personal injury, even death, as well as property loss;
- c) that some of the aforesaid risks and hazards are foreseeable, but others are not;
- d) that nevertheless, **I** freely and voluntarily assume all the aforesaid risks and hazards on behalf of the **Participant**, and that, accordingly, the **Participant's** preparation for, and participation in the aforesaid use of athletic and recreational facilities and equipment shall be entirely at my own risk;
- e) that **I** understand that neither TELUS, the Landlord, LifeWorks or Active Fitness nor any of their members, officers, directors, employees, independent contractors or agents assume any responsibility whatsoever for the **Participant's** safety during the course of his/her preparation for or participation in the aforesaid use of athletic and recreational facilities and equipment;
- f) that **I** have carefully read this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement, that I fully understand same, and that I am freely and voluntarily executing same;
- g) that **I** understand clearly that by signing this release, **I** and the **Participant** will be forever prevented from suing or otherwise claiming against TELUS, the Landlord, LifeWorks and Active Fitness and their members, officers, directors, employees, independent contractors and agents for any loss or damage connected with any property loss or personal injury, including death, that the **Participant** may sustain while participating in or preparing for any of the above mentioned use of the athletic and recreational facilities and equipment whether or not such loss or injury is caused solely or partly by the negligence of

TELUS, the Landlord, LifeWorks and Active Fitness or any of their members, officers, directors, employees, independent contractors and agents;

- h) that I understand that I am under no obligation whatsoever to sign this RELEASE, WAIVER and ASSUMPTION OF RISK agreement and I also understand that the **Participant** may not participate in the use of the athletic and recreational facilities and equipment owned or operated by TELUS, the Landlord, LifeWorks and Active Fitness unless I sign this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement, that this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement applies to all the aforesaid use of the athletic and recreational facilities and equipment whether occurring in the near or distant future, and that the terms of this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement need not be brought to my attention each time the **Participant** participates in such use of the athletic and recreational facilities and equipment in order to be effective;
- i) that the phrase “use of the athletic and recreational facilities and equipment” as used in this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement includes without limiting the generality of that term, activities as well as all other events that are in any way authorized, sanctioned, organized or operated by TELUS, the Landlord, LifeWorks and/or Active Fitness;
- j) that this RELEASE, WAIVER and ASSUMPTION OF RISK agreement is binding on myself, my heirs, my executors, administrators, personal representatives and assigns;
- k) that **I** understand that the **Participant** must abide by the rules, regulations and guidelines set out in relation to the use of the athletic and recreational facilities and equipment and **I** understand that should the **Participant** fail to abide by such rules, regulations and guidelines, his/her membership or permitted usage of the athletic and recreational facilities and equipment and may be suspended or terminated;
- l) that I understand clearly that TELUS, the Landlord, LifeWorks and Active Fitness is and shall be deemed to be acting for themselves and as agents on behalf of the benefit of the members, officers, directors, employees, independent contractors, and agents for the purposes set out in the above stated clauses of this agreement; and
- m) that I understand that I agree to indemnify TELUS, the Landlord, LifeWorks, Active Fitness and their respective past, present and future shareholders, directors, officers, employees, servants, agents, contractors, licensees, invitees, successors and assigns from any claims that might be made against them by or on behalf of the Participant.**

Date: _____

(Participant Name)

(Witness Signature)

(Parent/Guardian Signature)

(Witness Name)

(Parent/Guardian Name)