

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTIONS OF RISKS

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION. PLEASE READ CAREFULLY!

THIS LIABILITY WAIVER & RELEASE (this "Agreement") signed [redacted] (the "Effective Date")

BETWEEN:

[redacted] of [redacted] (address)
(the "Participant")

AND

Nancy Pichonsky o/a Embrace Balance Yoga of
521 Riverdale Ave SW, Calgary, AB T2S 0X9 (the "Company")

PREAMBLE

The Participant (referred to as "I" or "me" or "my") desires to participate in yoga classes or yoga workshops (the "Activity") provided by the Company.

As lawful consideration for being permitted by the Company to engage in the Activity, I agree to all terms and conditions set forth in this Agreement.

Acknowledgment of Waiver

1. I understand that I would not be permitted to participate in the Activity unless the I sign this Agreement.
2. I understand that this Agreement covers all Activities that I participate in, beginning from the Effective Date onward. I understand I will not be required to sign separate agreements for each yoga class or yoga workshop.
3. I understand that by signing this Agreement, I agree to be forever prevented from suing or otherwise claiming against the Company for any property loss or personal injury that I may sustain while participating in or preparing for the Activity.
4. I acknowledge the express intention of this Agreement is extinguish certain obligations owed to me, my spouse, heirs, executors, administrators, legal representatives and assigns.

Acknowledgment of Risk

5. I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of serious injury, disability, death, or property damage. I am also aware of the highly contagious nature of infectious diseases I could be exposed to, including COVID-19 (the "**Disease**") and the risk that I may be exposed to or contract the Disease by engaging in the Activity, which may result in serious illness, personal injury, disability, death, or property damage. I understand and acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of the Company or its staff, including negligent emergency response or rescue operations of the Company.
6. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING FROM MY ENGAGING IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

Indemnity, Release and Hold Harmless

7. I hereby expressly waive and release any and all claims which I have or may in future have, against the Company, and its officers, directors, employees, contractors, agents, representatives, affiliates, shareholders, successors, and assigns (collectively, "**Releasees**"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the negligence of the Company or any other Releasee or otherwise, including without limitation, breach of contract, or breach of any statutory or other duty of care. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.
8. I shall defend, indemnify, and hold harmless the Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees on a full indemnity, solicitor and client costs basis, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by or awarded against the Releasees in a final judgment, arising out of or resulting from any claim of a third party related to my participation in the Activity.

Representation of Participant's Health

9. I confirm that I am: (a) in good health, in proper physical condition, and do not have any medical or other conditions that would impair my ability to participate in the Activity; and (b) not experiencing symptoms of the Disease and have not come in contact in the last 14 days with a person who has been confirmed or suspected of having the Disease. I will comply with all federal, provincial and local laws, orders, directives, and guidelines related to the Activity and the Disease while participating in the Activity. I will also follow all instructions, recommendations, and cautions of the Company at all times during the Activity. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Activity, or I begin experiencing symptoms of the Disease, I will immediately discontinue further participation in the Activity.

General Terms

- 10. This Agreement contains the entire agreement between the Parties with regard to the Activity and the Participant's waiver of liability.
- 11. This Agreement is binding on and shall inure to the benefit of the Parties, along with their successors and assigns.
- 12. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 13. This Agreement will be governed by and construed in accordance with the Laws of the Province of Alberta. The Parties agree to bring any claim regarding this Agreement before the forums of the city of Calgary.
- 14. The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement. The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the same, and that the Participant is freely and voluntarily executing the same.

IN WITNESS WHEREOF the Participant and Company have duly affixed their signature as of the Effective Date.

Nancy Pichonsky o/a Embrace Balance Yoga

Participant's Name (print):

Legal Guardian of Participant under 18 years (print):

Witness: