

# Ottawa Pole Fitness Release Waiver

In consideration of my being allowed to participate in instructional programs and/or to use it's equipment, I agree to the following waiver and release.

I, for myself, my heirs, executors or anyone else who may claim on my behalf, hereby waive, release and forever discharge, Ottawa Pole Fitness Inc. and their owners and operators, its directors, officers, instructors, representatives, party presenters, executors, leasers and all others (the "Releasees") from any and all responsibilities or liability from personal injury, death, damage to property or loss of any kind resulting from participating in any programs, classes, workshops or parties or my use of equipment belonging to or made available by Releasees due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, and also including the failure on the part of Releasees to safeguard or protect me from the risks, dangers and hazards of participating in instructional programs. I acknowledge that I am attending a session, workshop, party, lesson and/or class activity sponsored by Releasees.

I hereby agree that I am age 18 or older.

I understand that FUN and party activities and lessons involve risk, dangers and hazards and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting there from. This agreement and any rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction, and any litigation involving the parties to this agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

In entering this agreement I am not relying on any oral or written representations or statements made by the Releasees other than what is set forth in this agreement.

I hereby authorize the staff members of Ottawa Pole Fitness Inc. to act for me according to their best judgment in any emergency requiring medical attention, and I hereby waive and release Ottawa Pole Fitness Inc. and their affiliates from any and all liability for any injuries or illnesses while going to and from and while at Ottawa Pole Fitness Inc. All medical expenses incurred will be the responsibility of the participant. In lieu of a medical certificate signed by a doctor, I have no knowledge of any physical or mental impairments that would be affected my participation in this program.

Ottawa Pole Fitness and staff are not responsible for belongings left in the studio.

I have read and understood this agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, executors and representatives may have against the Releasees.

I agree not to set up business as a direct competitor of Ottawa Pole Fitness Inc.

I agree not divulge or appropriate for my own use or to the use of others, in competition with Ottawa Pole Fitness Inc., any intellectual property which may or may not include dance routines, pole tricks, moves, names of moves or routines, performances, design of website and materials, forms, class descriptions and names, secret or confidential information or knowledge pertaining to the business of Ottawa Pole Fitness Inc., or of any of its subsidiaries, obtained by me in any way while I was in direct contact with Ottawa Pole Fitness Inc. or by any of its subsidiaries.

Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_

(If under 18 years of age please have a parent or guardian sign below)

Guardians's Signature: \_\_\_\_\_