

Fit2Function

Waiver, Release, and Indemnity Agreement

This agreement may affect your right to sue, including for example if you are hurt due to someone's negligence.

Fit2Function (which includes Sarah Nurcombe and Fit2Function Inc and its trainers, coaches, contractors, agents, and representatives, collectively and individually) are so excited to provide you with personal training and/or fitness classes (any of which we refer to as "Fitness Activity"). However, in order for you to participate in Fitness Activity you must understand your role and take on certain responsibilities and risks, such roles, responsibilities, and risks outlined as follows:

1. Fitness Activity includes any physical activity provided by Fit2Function including any in-person or remote one-on-one training; group fitness classes; online courses; coaching by email, video, phone, text, or other mediums.
2. You are familiar with and accept that there is risk of serious injury and death resulting from participation in Fitness Activity. In particular, these risks include, but are not limited to, muscular injuries, bruises, scrapes, cuts, sprains, dislocations, broken bones, overexertion, dehydration, fatigue, and heart attack, and may result from proper or improper technique, slipping, falling, or equipment failure.
3. You must take steps to satisfy yourself that you are physically, emotionally, and mentally able to participate in Fitness Activity. This does not mean that your physical, emotional, and mental fitness cannot be improved through the Fitness Activity, but that that you are aware of your own limitations and that you are solely responsible for your personal wellbeing and safety. If you are not habituated to the type or intensity of the Fitness Activity in which you are engaging, you must consult with a medical professional and advise your Fit2Function trainer of any recommended restrictions.
4. You have read, understand, and agree to the rules of the particular facility where the Fitness Activity takes place.
5. You will immediately remove yourself from the Fitness Activity, and notify the Fit2Function trainer, coach, or agent, a medical professional, or contact 911 or emergency services if at any time you sense or observe any unusual hazard or unsafe condition or if you feel that you have experienced any deterioration in your physical, emotional, or mental fitness, or exceeded your comfort level.
6. **You assume all risks** associated with your participation in the Fitness Activity even if arising from the negligence on the part of Fit2Function, or any of them.
7. **You release and waive all liability and claims** that you have or may in the future have against Fit2Function from any and all liability for any loss, damage, injury, or expense that you may suffer as a result of your participation in or presence at any Fitness Activity due to any cause whatsoever, including negligence.

8. **You agree not to sue** Fit2Function for any loss, injury, costs or damages of any form or type, however caused or arising, and whether directly or indirectly, from your participation in any Fitness Activity; and
9. **You agree to indemnify and save harmless** Fit2Function from and against all manner of litigation expense, legal fees, liability, damages, award, or cost arising out of your participation in Fitness Activity.
10. For greater clarity, the above release, waiver, and indemnity includes all Fitness Activity in which you participate, whether for the present year or future years. You agree that if you do not want to assume the above risks, you will not participate in the Fitness Activity.
11. Fit2Function has your permission to render necessary first aid emergency treatment to you. In case of a serious accident, Fit2Function will automatically call emergency services, or take such other steps as it deems necessary in its sole discretion to provide you with appropriate medical assistance.

By signing this form, you give up important legal rights.

I acknowledge that I have read and understand this agreement, that I have signed this agreement voluntarily, and that this agreement is to be binding upon me, my heirs, executors, administrators and representatives.

Dated: _____, 20__ at Crowsnest Pass, AB

Witness

Participant signature

Name: _____

Phone: _____