



## ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND WAIVER OF CLAIMS AGREEMENT

**PLEASE READ CAREFULLY.**

By signing this document, I am waiving certain legal rights, including the right to sue or claim compensation from SNFW Fitness B.C Ltd. dba the STEVE NASH FITNESS WORLD AND SPORTS CLUB (the "SNFW Club").

**ASSUMPTION OF RISK AND INFORMED CONSENT**

I have enrolled with Steve Nash Fitness World & Sports Club to engage in physical activity and exercise, including fitness classes, weight training and the use of Steve Nash Fitness World & Sports Club facilities, equipment and services. I acknowledge and agree that this agreement covers every activity I may participate in at any Steve Nash Fitness World & Sports Club and any facilities, equipment and services that I may use either inside or outside any Steve Nash Fitness World & Sports Club. I am aware that physical activity and exercise and the use of Steve Nash Fitness World & Sports Club facilities, equipment and services are potentially hazardous and involve many risks including but not limited to: heart attacks; strokes; physical injuries; property damage; and NEGLIGENCE ON THE PART OF THE SNFW CLUB, INCLUDING FAILURE TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN PHYSICAL ACTIVITIES AND EXERCISE AND FROM USING SNFW CLUB FACILITIES, EQUIPMENT AND SERVICES. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND ANY LOSS RESULTING THEREFROM.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration for accepting my application for membership and permitting my use of Steve Nash Fitness World & Sports Club equipment, services and facilities, and for other good and valuable consideration, I agree:

1. **To waive any and all claims** that I have or may in future have against Steve Nash Fitness World & Sports Club and its directors, officers, employees, agents, members, guests and representatives (defined collectively as the "Releasees") and **to release the Releasees** from any and all claims and liability (except as prevented by statute) for any injury, loss, damage, cost, or relief of any kind due to any cause whatsoever, including: claims in any way connected with the Steve Nash Fitness World & Sports Club facilities, equipment or services; negligence; gross negligence; vicarious liability for any other person's act or omission; or breach of any statutory or other duty of care by or on the part of the Releasees, including under the Occupiers Liability Act, R.S.B.C. 1996, c. 337.
2. **Not to make any claim against** any other person or entity that may result in a claim against the Releasees and I shall **hold harmless and indemnify the Releasees** from any and all such claims, whether for damage to the property of or personal injury to any third party.
3. **To hold harmless and indemnify the Releasees** from any and all claims made against them, including claims for damage to property or personal injury, by any person: a) who is not a Steve Nash Fitness World & Sports Club member and that I invite or accompany to use any Steve Nash Fitness World & Sports Club equipment, facilities or services, or to participate in Steve Nash Fitness World & Sports Club activities of any kind; or b) arising out of or connected to my conduct, including any negligence by me.
4. **This agreement shall be effective and binding** upon my heirs, next of kin, executors, administrators, assigns and representatives.

*I have read and understand this Agreement. In signing this Agreement, I am not relying upon any oral or written representations or statements of any kind made by the Releasees other than as set forth in this Agreement. I am aware that by signing this Agreement I am waiving legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees.*

(Please circle) Level of Membership: Silver / Gold / Platinum

Steve Nash Fitness World Representative (print)	Initials
Steve Nash Fitness World Representative Signature	
Date (dd/mm/yyyy)	
Steve Nash Fitness World Location of Registration	
Membership Number	
Date of Birth m/d/y	SNFC Location
Emergency Contact	

Applicant Name (Last Name)	( First Name)	
Address		
City	Province	Postal Code
Daytime Phone	Cell Phone	
Email Address		
Applicant Signature		
Parent / Guardian Signature if applicant < age 19		