



WAIVER AND RELEASE OF LIABILITY

Thank you for choosing to use the services and programs offered by Kaya Life Fitness. I would like to request your understanding and cooperation in maintaining your and Kaya Life Fitness' safety and health by reading and signing the following "Waiver and Release of Liability Form". Kaya Life Fitness and all of its service providers are represented by this consent form as being one.

I (**please print**), _____ declare that I have voluntarily agreed to participate in some or all of the services and programs (hereinafter called "Activities") offered by Kaya Life Fitness.

I UNDERSTAND that different people have different limitations, challenges, and capacities for participating in various physical and nutritional Activities. I assume full responsibility during and after my participation in such Activities and for my choices to use or apply at my own risk, any portion of the instruction or guidance that I receive while participating in these Activities .

I HEREBY, knowingly and voluntarily enter into this "WAIVER AND RELEASE OF LIABILITY" and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activities.

I HEREBY, release and forever discharge Kaya Life Fitness, its instructors, personal trainers, nutritionists, coaches, affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, and successors (collectively "Releases"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activities.

I UNDERSTAND that the risk involved in undertaking any of the Activities is related to my own state of fitness or health, and the awareness, care and skill with which I conduct myself in any of the Activities of Kaya Life Fitness with the virtual service and/or the mobile service is my responsibility and I will participate in a manner that is within my own fitness and health level. I also understand that I am free to withdraw from, reduce or modify my involvement in any of the Activities and I realize that I should do so in recognition of any signs of physical discomfort. I understand that it is my responsibility to consult a physician and/or health professional prior to commencing any program that involves engaging in changes in physical activity, exercise, nutrition, and lifestyle habits.

I UNDERSTAND that Kaya Life Fitness will always instruct, coach and guide using safe and adaptable procedures. I further understand that the way in which I chose to conduct myself while following instructions and guidance while participating in these Activities may come with possible risks that may include but not exclusive to muscle, tendon, ligament, bone and joint soreness; muscle, tendon, and ligament strain, tear or rip; bruising & skin lacerations; cuts or punctures; shortness of breath, dizziness, fainting, or unconsciousness; tightness in chest; bone breaks, separation & fractures; fatigue; sweating; heart attack or stroke; aggravation of an existing or past injury; discomfort or physical problems

associated with changes in physical activity, lifestyle & nutrition; and many other forms of physical discomfort, injury; death; allergy or food reaction; indigestion or other intestinal discomfort or issue.

Kaya Life Fitness always practices very detailed and high standard sanitation between clients. Regardless of the efforts taken, there is always a chance of potential contagion. Kaya Life Fitness will diligently follow all protocols put into place by the governing ministry of health and our authorities during contagious outbreaks. I, as a client, will follow all protocols in place to protect myself from any contagion including COVID 19. I will inform Kaya Life Fitness of any changes in my health condition prior to my next session. I will inform Kaya Life Fitness, prior to my next sessions, should I have been in contact with somebody who is infected, have any travel plans prior and during services, and/or recovering from an infectious disease including COVID19. I and Kaya Life Fitness will cancel all sessions/services should I or the service provider exhibit signs of contagion until two weeks from initial symptoms/diagnosis and/or as instructed by health authorities.

In addition, I acknowledge that I have inquired about the nature of any activity, program or service that I am not completely familiar with and I have been informed of any inherent risks. I agree to indemnify, defend and hold harmless Kaya Life Fitness and its Releases against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by Kaya Life Fitness and its Releases, including attorney fees and any related costs. I further agree and understand that I should carry my own health insurance.

I have read the above list of possible risks associated with my participation in the Activities offered by Kaya Life Fitness (initial)

I consent to taking all the above noted risks by VOLUNTARILY PARTICIPATING in the Activities offered by Kaya Life Fitness (initial)

I understand that it is my responsibility to seek the advice of a physician or other qualified health provider before beginning my fitness and/or nutrition program (initial)

I declare that I have read, understood and agree to the contents of this WAIVER AND RELEASE OF LIABILITY form in its entirety and that it is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted altering or explaining the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

Signature:	Witness:
Date:	Date:

Christine Gosselin-Hamilton

Kaya Life Fitness

Fitness & Health Coach

Certified Personal Trainer

Certified Group Fitness Instructor

Certified Holistic Nutritionist

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