

**Activity Waiver & Release**

To: Chill Massage Therapy and Yoga Inc., and the shareholders, directors, officers, employees, and agents thereof (collectively, "**Chill**")

Re: Liability Waiver for participation in the Activity (as hereinafter defined)

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The undersigned (the "**Participant**"), in consideration of my participation, in the yoga training classes, sessions, and workshops offered by Chill (the "**Activity**"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby irrevocably acknowledge and agree as follows:

1. Acknowledge and accept that the Activity is physically taxing and demanding with inherent risks and dangers, including without limitation the risk of property damage, personal injury, and/or death, either personally or to a third party (collectively the "**Damage**"). Even when performed under reasonably safe or ideal conditions, including without limitation adequate professional supervision, Damage may occur.
2. Accept sole and absolute risk for participating in the Activity and performing the activities therein, and the responsibility to conduct an inspection and due diligence of the area(s) in which I am participating in the Activity to ensure that said area is safe, satisfactory, and conducive.
3. Represent and warrant that I do not suffer from any injury, illness, disability, or other health condition which could increase the risk of Damage arising, and further acknowledge and accept that Chill is relying upon such representation and warranty.
4. Release Chill from and against any and all claims, of any nature whatsoever, and/or all losses and damages of any nature whatsoever, including without limitation the Damage, which may have been caused solely or partly by the negligence of Chill, arising from or in connection with my participation in the Activity.
5. To the extent that such liability cannot be released, I hereby agree that Chill's liability shall be strictly limited to the cost of the Activity.
6. Indemnify and hold harmless Chill against any third-party claims for losses or damages, including without limitation the Damage, which may arise from, or in connection with, my participation in the Activity.
7. This Agreement shall be binding upon the Participant, and the Participant's spouse, heirs, executors, administrators, legal representatives and assigns.
8. The Participant, or legal guardian of the Participant hereby acknowledges and agrees that they have fully and carefully read and understand this Agreement, and are freely and voluntarily executing the same.
9. This Agreement shall be construed in accordance with, and governed by the laws of the Province of Ontario.

**THIS ACTIVITY WAIVER AND RELEASE** is entered into as of the date first written above.

*For Adult Participant:*

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

*For Minor Participant:*

I, the undersigned, being the legal guardian of Participant, hereby execute this Acknowledgement and Consent for and on behalf of such minor and accept responsibility for all the foregoing clauses on behalf of such minor.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name