

WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

NOTE: BY SIGNING THIS DOCUMENT (the "Waiver"), YOU ARE WAIVING CERTAIN LEGAL RIGHTS. BEFORE SIGNING, ENSURE THAT YOU HAVE HAD SUFFICIENT TIME TO FULLY READ AND UNDERSTAND THIS DOCUMENT.

Definition of "Releasees": In this Waiver, the term "Releasees" shall include **Amanda Goldney** doing business as "**Just Breathe Wellness**" and her employees, contractors, agents, heirs, executors, administrators, successors, and permitted assigns.

Definition of "Activities": In this Waiver, the term "Activities" shall include all activities and services provided, arranged, conducted, or authorized by the Releasees and shall include, but is not limited to: the use of cold plunge tanks, electric barrel saunas and related equipment; access to, egress from and movement throughout the premises owned and operated by the Releasees (the "**Premises**"); and the use of other equipment and facilities upon the Premises.

Definition of "Risks": In this Waiver, the term "Risks" shall include but is not limited to: injury; accidental drowning; electrical shock; hypothermia; dehydration; dizziness; nausea; fainting; drowsiness; reduced awareness or loss of consciousness; equipment which may cause the floor, ground and equipment upon the Premises to be slippery; equipment failure; improper use of equipment; falls; over-exertion; heart failure; stroke; exposure to infectious disease; temporary or permanent paralysis; disability; death; loss, damage or theft to personal property; and negligence on the part of the Releasees, including failure on the part of the Releasees to take reasonable steps to safeguard or protect the undersigned from the risks, dangers and hazards of participating in the Activities.

In consideration of the Releasees agreeing to my participation in the Activities and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, agree as follows:

1. That I have been fully informed of the Risks involved with my participation in the Activities and I freely accept and fully assume all such Risks and the possibility of personal injury, property damage, loss or death resulting therefrom.
2. That I am aware that Activities on the Premises may not be supervised or monitored by professional staff.
3. **To waive any and all claims that I have or may in the future have against the Releasees, and I release the Releasees from any and all liability for any loss, damage, expense or injury, including death, that I may suffer as a result of my participation in the Activities due to any cause whatsoever, including but not limited to: my own actions; the actions of other participants; and the negligence, breach of contract or breach of any statutory or other duty of care on the part of**

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the Releasees or any other party for whom the Releasees are in law responsible or otherwise, including the Releasees' failure to safeguard, protect or treat me from the Risks involved in the Activities.

4. To indemnify and hold harmless the Releasees from any and all liability for any damage, loss or personal injury, including any consequential loss or damages, to any third party resulting from my participation in the Activities.
5. That the Releasees have given me the full opportunity to ask any and all questions about the Activities and to seek appropriate medical advice prior to participating in the Activities.
6. That if I have a medical condition that may increase the Risks associated with the Activities, including but not limited to: heart/cardiovascular condition; pregnancy or possibly pregnancy; the taking of medication; recent injury; chronic joint injury; medical or cosmetic implants or joints; age-related concerns or conditions; or any other chronic condition, I have consulted with a physician prior to participating in the Activities.
7. That I will not participate in the Activities if I have an infectious disease.
8. That I will not be under the influence of alcohol or drugs prior to or while participating in the Activities.
9. That I will observe and obey all posted rules and warnings and further agree to follow any oral instructions or directions given by the Releasees.
10. That if I observe any potential or actual hazard during my presence or participation in the Activities, I will notify one of the Releasees immediately.
11. Yes ☐ No ☐ That I grant a license to the Releasees to use my photo, video, film or other likeness taken during my participation in the Activities to be used for the Releasees' social media or advertising purposes.
12. That this Waiver shall be effective and binding upon my heirs, successors, executors, administrators, assigns and representatives, in the event of my death or incapacity.
13. That this Waiver shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction, and any litigation involving this Waiver be brought solely within the Province of British Columbia.
14. That if any provision, section, clause or phrase of this Waiver is found to be unenforceable or invalid, it will be considered separate and severable from this Waiver and all remaining

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provisions will remain in force and be binding upon me as though the unenforceable or invalid provision had never been included.

15. _____ That I am 19 years of age or older and am competent to sign this Waiver.
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OR:

_____ THAT I AM BETWEEN 16-18 YEARS OF AGE AND SIGN THIS WAIVER ALONG
Initial WITH MY PARENT OR LEGAL GUARDIAN.

16. That I have been advised to obtain, and have been provided with a reasonable opportunity to obtain, independent legal advice as to the consequences of signing this Waiver.
17. **That in signing this Waiver, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in the Activities. I confirm that I have been given adequate time to fully read and understand this Waiver prior to signing it, and I am aware that by signing this Waiver I am waiving certain legal rights, including the right to bring legal action, which I or my heirs, successors, executors, administrators, assigns and representatives may have against the Releasees. I confirm that I am not under pressure, duress or undue influence to sign this Waiver.**

Agreed to this ____ day of _____, 20__.

Print Full Name: _____

Date of Birth: _____

Address: _____

Telephone: _____

Email: _____

Signature of Participant: _____

I confirm that I am a parent or legal guardian of the below-named participant, that I have fully read the Waiver and I agree to be bound by its terms on behalf of the below-named participant. I confirm that the below-named participant is 16 years of age or older.

Name of Participant: _____

Age of Participant: _____

For Parent/Guardian:

Print Full Name: _____

Date of Birth: _____

Address: _____

Telephone: _____

Email: _____

Signature of Parent/Guardian: _____