



ENERGIZE Z FITNESS

Winnipeg's #1 Zumba® Party

Release of Liability, Waiver of Claims, and Assumption of Risks

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.

PLEASE READ CAREFULLY!

By my purchasing and participating in ENERGIZE Z FITNESS (the “**Fitness Program**”) offered by Alyssa De Guzman dance instructor/owner of “ENERGIZE Z FITNESS” (the “**Company**”), I agree to be bound by each of the following provisions of this Release of Liability, Waiver of Claims and Assumption of Risks (the “**Release and Waiver**”).

ASSUMPTION OF RISKS. I am aware and understand that the Fitness Program involves many risks, dangers, and hazards, including but not limited to the risk of serious injury, death, property damage or incidental to engaging in the fitness activities in the class. I acknowledge that I am voluntarily participating in the Fitness Program(s). I freely accept and fully assume all the risks, dangers, and hazards involved and the possibility of injury, death, or property damage or incidental to engaging in the fitness activities in the class, whether caused by the negligence of the company or other consequences suffered by participant or any other person arising or resulting directly or indirectly from participants participation in the class. If participant is injured, participant agrees to assume any financial obligation, either through participant personal health insurance, or through some other means, for any medical expenses, injury, or damage suffered by participant in connection with the use of any facility or services in connection with the activity.

RISK OF FACILITY. I understand that the facility may involve walking on unfamiliar corridors, stairways, parking lot and other areas. I hereby accept any risk of tripping, slipping, and falling before, during, or after the Fitness Program. I agree not to hold the Company (ENERGIZE Z FITNESS), its staff or any hosting facility liable in any way should any harm come to me.

RULES. In addition to the terms and conditions contained herein, I agree to follow and be bound by all Company rules, regulations, guidelines and policies (collectively, the “Rules”), including but not limited to the Company’s Terms and Conditions as contained on the Company’s website (www.energizezumbafitness.com) and to indemnify the Company for any costs or losses caused by or arising from my failure to comply with the Rules whether communicated to me verbally or in writing by the Company. I acknowledge that the Rules may be changed at any time at the sole discretion of the Company, and I will be bound by any such modified.

ILLEGAL ACTIVITY. I agree that if the Company finds or suspects that I am participating in any illegal activity, disorderly conduct, or verbal/physical abuse during the Fitness Program, the Company reserve the right to terminate my participation immediately. Upon termination of my participation, I agree that I am liable for the entire balance of the Fitness Program. I acknowledge that this Release and Waiver releases the Company from any liability at the time of termination.

DAMAGE. I understand that I shall be responsible for and pay for any damage incurred because of myself or my actions related to the facility property.

WAIVER OF CLAIMS AND RELEASE OF LIABILITY. I hereby expressly waive and release any and all claims which I have or may in the future have against the Company, the Company’s proprietor Alyssa De Guzman, the Company’s directors, officers, partners, employees, contractors, agents, volunteers, shareholders, representatives, insurers, local operators, and all of their respective heirs, executors, administrators, successors, assigns, and personal representatives (collectively, “Releasees”), on account of injury, sickness, death, property damage (including but not limited to theft or loss

of personal property) or any loss whatsoever arising out of or attributable to my participation in the Fitness Program, due to any cause whatsoever, including without limitation the negligence of the Company or any other Release, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

INDEMNIFICATION. I shall defend, indemnify, and hold harmless the company and all other releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action, or proceeding arising out of or resulting from the Fitness Program.

SEVERABILITY. If any term or provision of this Release and Waiver is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release and Waiver or invalidate or render unenforceable such term or provision in any other jurisdiction.

BINDING ON HEIRS AND SUCCESSORS. This Release and Waiver is binding on and shall ensure to the benefit of me and my heirs and next-of-kin, and the Company and its respective successors and assigns. Participant further agrees that Participant, his/her spouse, assignees, heirs, guardians, and legal representatives will not make any claim against, sue or attach ENERGIZE Z FITNESS for any loss or damage resulting from Participant's participation in the activity.

GOVERNING LAWS. This Release and Waiver shall be governed by and construed in accordance with the laws of the Province of Manitoba and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Release and Waiver may be brought only in the courts of the Province of Manitoba, and I hereby consent to the exclusive jurisdiction of such courts.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND WAIVER AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE COMPANY AND THE RELEASEES. IT IS THE INTENTION OF PARTICIPANT BY SIGNING BELOW TO EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE UPON HIM/HERSELF, TO THE EXCLUSION OF ENERGIZE Z FITNESS AND TO EXEMPT AND RELIEVE ENERGIZE Z FITNESS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH.

By signing below, I also acknowledge my agreement that I may be videotaped, audio recorded and/or photographed during the Fitness Program and ENERGIZE Z FITNESS may use and modify the images and/or recordings for all uses, including but not limited to advertisements and marketing without any compensation and in perpetuity.

Dated this _____ day of _____, 202____.

Print name of Participant: _____ Signature of Participant: _____

Email of Participant: _____ Emergency Contact Phone #: _____

(For Participants under age 18, complete parental consent below)

Parental consent: I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release and Waiver.

Print name of Parent/Guardian if under 18 years old: _____

Signature of Parent/Guardian if under 18 years old: _____