



NOTICE, CONSENT & WAIVER FOR COVID-19 SCREENING

COVID-19 Screening Notice

Breathe Hot Yoga & Wellness Ltd. and Breathe Hot Yoga Ltd. (“Breathe”) is providing rapid COVID-19 antigen tests (“COVID Tests” or individually a “COVID Test”) to members for the purposes of allowing them to attend yoga related services (“Yoga”), such as group fitness/yoga classes, workshops and registered programs at Breathe. Note that a negative test result is required to attend Yoga at Breathe, as mandated by the Government of Alberta, under a public emergency health order.

Breathe will use Health Canada-approved testing devices, administered by a qualified Canadian health care professional, to collect and analyze certain data in connection with the COVID Tests. Breathe is solely responsible for determining whether to use the COVID Tests, including for assessing any obligations or restrictions applicable to: (1) whether and how the COVID Tests can and should be administered; and (2) Breathe's collection, use, disclosure, storage, protection, disposal and other processing of your personal information (including your personal health information) in connection with the COVID Tests.

As a condition of receiving the COVID Tests, Breathe will report certain data to an appropriate Breathe staff member, to be entered into your Mindbody profile, including the following information (collectively “Reporting Data”): Name and contact number of individual receiving the test, the diagnostic test results (negative, positive, or inconclusive), and the date and time which the test was administered. Breathe may also report the usage of the COVID Tests; the number of COVID Tests used; the number of COVID Tests with negative and presumptive positive results; and diagnostic test results to Health Canada.

Accordingly, Breathe may provide the Reporting Data to Health Canada and may also provide such Reporting Data to other government bodies and institutions such as Alberta Health Services. Health Canada may collect and use the Reporting Data, and may further disclose the Reporting Data, for the purposes of tracking the spread of COVID-19, evaluating the effectiveness of the COVID Tests, publicly reporting COVID-19 statistics for Canada and/or any of its provinces or territories, designing and improving public health programs and safety measures, and other for other consistent purposes. The Reporting Data that is provided to Health Canada or other government bodies and institutions may also be accessible to third parties pursuant to the Access to Information Act, RSC 1985, c. A-1, and/or any applicable provincial or territorial access to information legislation.

If you test positive for COVID-19, Breathe may report your test results and other personal information to public health authorities, and will recommend you get a PCR test from your public health unit to confirm the diagnosis and determine if the virus is a variant.

You must follow public health guidelines and all isolation and quarantine advice given by public health officials while you wait for further test results.

If you receive a negative test result, you should continue to use all preventive measures, such as hand washing and physical distancing.

Breathe may collect, use and disclose the results of COVID Tests for its own purposes, including for contact tracing and to evaluate, design and improve its health and safety program and protocols.

You should also be aware that:

- You may experience possible discomfort and other complications that can occur during specimen collection;
- There is a risk for the COVID Tests to give negative results that are incorrect (false negative) or positive results that are incorrect (false positive);
- If you receive a preliminary positive test result, you may be excluded from Breathe's premises until medically cleared, required to self-isolate and advise your close contacts to self isolate, required to obtain a lab-based polymerase chain reaction (“PCR”) test within 24 hours, required to report the results of your lab-based PCR test to



Breathe, required to report a positive test result to public health authorities, and/or otherwise required to follow applicable public health protocols; and

- If you receive a negative test result, you could still possibly have COVID-19, and so you must continue to follow public health guidelines, applicable laws, and Breathe’s health and safety protocols at all times. If your test is negative but you are having symptoms associated with COVID-19, or have been exposed to someone with COVID19, you should consult your healthcare provider.

The COVID Tests do not replace treatment by your medical provider. You assume complete and full responsibility to take appropriate action with regard to your COVID Test results, and you agree that you will seek medical advice, care, and treatment from your medical provider if you have questions or concerns, or experience symptoms associated with COVID 19. Breathe is not acting as your medical provider, and Breathe shall not be responsible or liable to you or any person with whom you may have contact, for any harm or loss arising out of a false negative test result or a false positive test result.

If you have any questions about Breathe’s collection, use and disclosure of information in connection with the COVID Tests, you may contact us at info@breathehotyoga.ca.

COVID-19 Screening - Consent & Waiver

By signing below, I hereby consent to the collection, use and disclosure of my personal information, including personal health information, in connection with taking a COVID Test, as described in the above COVID-19 Screening Notice. Without limiting the above, I expressly consent to Breathe disclosing the Reporting Data and any other information or data required to the appropriate staff, to be entered into your Mindbody profile.

By signing below, I also hereby release, waive, discharge and agree to indemnify, to the fullest extent permitted by applicable law, Breathe, Her Majesty the Queen in Right of Canada and those for which it is responsible at law, and, to the extent applicable, each of their respective affiliates, directors, officers, employees, contractors, and agents, of and from all claims, demands, damages, losses, costs (including legal costs), expenses, actions and causes of action, of any kind, suffered or incurred by me in connection with taking a COVID Test, receiving or failing to receive the results of a COVID Test (whether or not such results are accurate), and/or the collection, use and disclosure of my personal information in connection with taking a COVID Test. For clarity, but without limiting the generality of the foregoing, such release and indemnification includes any claims, demands, damages, losses, costs(including legal costs), expenses, actions and causes of action arising out of any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the performance or non-performance of the COVID Test(s) and/or my reliance or the reliance of any other person(s) on the results of any COVID Test(s) taken by me.

I **ACKNOWLEDGE & AGREE** that I have read, understood and agree to the above. I have been given an opportunity to ask questions and sign freely and voluntarily. I understand that I am entitled to receive a copy of this Notice, Consent & Waiver for COVID-19 Screening form, once signed, and can request my COVID Test results directly.

Printed Name: _____

Signature: _____

Date: _____