



RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS

IMPORTANT: By signing this document, you are agreeing to waive certain legal rights that you may otherwise have, including the right to sue. *Please read this agreement carefully before signing.*

Participant Name: _____

Date Of Birth: _____

Address: _____

Phone Number: _____

Email Address: _____

Emergency Contact Name/Number: _____

By signing this Release of Liability, Waiver of Claims and Assumption of Risks (“**Agreement**”) I, **ON BEHALF OF MYSELF OR ON BEHALF OF THE PARTICIPANT IDENTIFIED ABOVE (WHERE THE PARTICIPANT IS A MINOR OR CANNOT LEGALLY GIVE CONSENT)** (“**Participant**”), acknowledge and agree that the Participant intends to participate in yoga classes co-hosted by Community Health Nurses’ Initiatives Group (“**CHNIG**”) and Community Health Nurses of Canada (“**CHNC**”), which will be conducted through web-based interactive group classes with an instructor (the “**Activity**”) offered by BarefootEM Yoga (“**BarefootEM Yoga**”) on Wednesday, May.11th, 2022.

ASSUMPTION OF RISKS

I am aware that participating in the Activity involves many risks, dangers and hazards including but not limited to: physical exertion which may be strenuous and may cause or aggravate physical injury; over-exertion; abnormal blood pressure; fainting; balance disorders; heartbeat disorders; heart attack; muscle, back, or bone injuries; falls; improper use of equipment; negligence of other participants or instructors; serious bodily injury, including permanent disability and paralysis to the Participant, or other person; damage to the Participant’s property; death; and **NEGLIGENCE ON THE PART OF BAREFOOTEM YOGA, CHNIG, CHNC OR THEIR RESPECTIVE EMPLOYEES, CONTRACTORS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS OR REPRESENTATIVES.**

I represent and warrant that I am in good physical health and do not suffer from any medical condition(s) that would limit my participation in the classes offered by BarefootEM Yoga, CHNIG and CHNC. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in any of the yoga classes offered by BarefootEM Yoga, CHNIG and CHNC. I am aware that the Activity may not be recommended for individuals with certain medical conditions. I understand the risks associated with the activities offered by BarefootEM Yoga, CHNIG and CHNC and I agree to follow all instructions so that I can safely participate in yoga classes. **I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE PARTICIPANT’S PARTICIPATION IN THIS ACTIVITY, AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM.**



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RELEASE OF LIABILITY, WAIVER OF CLAIMS

In consideration of BarefootEM Yoga, CHNIG and CHNC allowing the Participant to participate in the Activity, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **I HEREBY EXPRESSLY**

AND IRREVOCABLY WAIVE AND RELEASE any and all claims which I have or may in the future have against BarefootEM Yoga, CHNIG and CHNC, and their respective affiliates, directors, officers, employees, contractors, agents, representatives, shareholders, successors, and assigns (collectively, "**Releasees**"), on account of any and all loss, damage (including property damage), injury, or death arising out of or attributable to my participation in the Activity, due to any cause whatsoever, including without limitation the negligence of any Releasee, 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 any Releasee, and forever release and discharge all Releasees from any and all liability under such claims.

I ACKNOWLEDGE AND AGREE that I shall not make any claims, or take any actions or proceedings against the Releasees in connection with the Participant's participation in the Activity, and any loss, damage (including property damage), injury, or death arising therefrom. **IT IS AGREED AND UNDERSTOOD** that if I should commence such an action, or take such proceedings, and the Releasees, or any one of them, are added to such proceeding in any manner whatsoever, the proceeding and/or claims shall be immediately discontinued and I shall be liable to the Releasees, or those affected, for the legal costs incurred in any such proceeding, on a full indemnity basis.

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I AGREE that this Agreement is governed by the laws of Ontario and the Federal laws of Canada applicable in the province, and if any dispute arises related to this Agreement, the courts located in Toronto, Ontario shall have sole jurisdiction over the dispute. I acknowledge that the Participant's participation in the Activity, is completely voluntary and that the Participant has not been influenced to any extent whatsoever in participating in the Activity or in signing this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, THE PARTICIPANT OR MY OR THE PARTICIPANT'S HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

[MEDIA RELEASE: I consent to images of the Participant being taken and used to document the activities of BarefootEM Yoga, CHNIG and CHNC. I grant BarefootEM Yoga, CHNIG and CHNC an unrestricted irrevocable, worldwide, royalty-free, transferrable, and sub-licensable licence to utilize (including modify and edit) Participants' name, picture, voice, image, persona, or other likeness in perpetuity and without additional compensation, in any and all media, including, without limitation, film, audio and video tape and still photography for any purpose related to advertising and marketing communications.]

I HAVE SIGNED THIS AGREEMENT FREELY AND WITH FULL KNOWLEDGE on _____, 2022.

Name of the Participant

Name of the Parent/Legal Guardian (if the Participant is a minor or cannot legally give consent)

Signature of the Participant

Signature of the Parent/Legal Guardian

Name of the Witness

Signature of the Witness

THIS AGREEMENT MUST BE SIGNED PRIOR TO PARTICIPATING.