

## Liability and Electronic Marketing Release

In consideration of the services KLD Baker Fitness Inc. d.b.a We Move Community Center SK, their agents, owners, officers, volunteers, participants, employees, subcontractors and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "We Move SK"), I hereby agree to release, indemnify, and discharge We Move SK, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Zumba® Fitness, TRX®, KO8® Fitness, Booty Barre®, PiYo Live, Insanity, Music Together®, Pre/Postnatal Fitness classes, land fitness, dance and all other classes and activities offered by We Move SK entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** slips and falls; falling from equipment; collision with fixed objects or people; rope burns; muscular strains and tears, fractured bones, bruises, cuts, organ damage, nerve damage, head, neck and back injuries; scratches, bruises, sprains, lacerations, or even more severe life threatening hazards; psychological damage; dehydration; permanent disability; the possibility of eye damage or loss of hearing; the failure to work out safely or within one's own ability or within designated area; the negligence of other participants or persons who may be present; my own physical condition, and the physical exertion associated with this activity.

Furthermore, We Move SK employees, contractors and all other instructors have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless We Move SK from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of We Move SK's equipment or facilities, including any such claims which allege negligent acts or omissions of We Move SK.

4. Should We Move SK or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against We Move SK, I agree to do so solely in the Province of Saskatchewan, and I further agree that the substantive law of that Province shall apply in that action without regard to the conflict of law rules of that Province. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. Media Release - I understand that photographers and/or media/ production crews may sometimes be present photographing or filming classes, rehearsals, coaching sessions, workshops or presentations. I give my permission for resulting photographs and/or television/film footage, which may include myself/my child to be used by We Move SK for promotional purposes on television, newspapers, cyberspace, programs, magazines, or any other media.

8. Electronic Marketing Consent - I expressly agree to receive We Move SK's newsletter containing news, updates and promotions regarding We Move SK's products and services. I understand that if I wish to remove myself from We Move's electronic marketing list at any time, I must contact them via email at info@wemovesk.com or via phone on 306-250-7885 and that all other aspects of this agreement shall remain binding even if I withdraw my consent for electronic marketing.

By agreeing to this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against We Move SK on the basis of any claim from which I have released them herein. I agree to fill out the required PAR-Q form prior to attending class.

#### COVID-19

We Move SK will continue to follow all applicable regulations, rules, and recommendations issued by the Government of Saskatchewan and will follow the best practices providing its services. We Move SK will continue to monitor communications from the Government of Saskatchewan regarding the Covid-19 virus and will follow all regulations, rules, and recommendations issued by the Government of Saskatchewan regarding the Covid-19 virus and measures (mandatory and recommended) that businesses must or can take to minimize the risk of the spread of the Covid-19 virus.

I understand and acknowledge that given the risks associated with the Covid-19 virus and in a state of emergency declared by the Government of Saskatchewan, and that the public health emergency stemming from the Covid-19 virus is subject to change at any time, there are significant risks that are entirely outside of We Move SK's control and We Move SK cannot guarantee that I or my family members will not be exposed to the Covid-19 virus. As a result, in exchange for receiving services from We Move SK, I release and forever discharge We Move SK, as well as its successors and assigns, from all damages, claims, losses, injuries, or illness, however caused, stemming from or relating to, in whole or in part, any contact with or exposure to the Covid-19 virus.

I have had sufficient opportunity and time to read this entire document. I have read and understood it, and I agree to be bound by its terms.

**By agreeing to this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against We Move SK on the basis of any claim from which I have released them herein. I agree to fill out the required PAR-Q form prior to attending class.**

**I have had sufficient opportunity and time to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Date \_\_\_\_\_

#### **PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (Print minor's name) ("Minor") being permitted by We Move SK to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless We Move SK from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## PARTICIPANT INFORMATION

(Please fill in ALL boxes)

**First Name:**

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**Last Name:**

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**Birthday:**

DD/MM/YYYY

**Email:**

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**Mailing  
Address:**

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**Gender:**

**Male**

**Female**

Emergency Contact Information

**Full Name:**

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**Relationship:**

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**Contact #:**

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