

Noodlelegs Health and Fitness LTD Participant Waiver Form



Participant's Name (First and Last) _____

Address _____

Date of Birth _____

Phone _____ Email _____

Emergency Contact Name _____ Phone _____

1. Participant/Exerciser/ Person signed up for any of **Noodlelegs Health and Fitness** classes hereby stipulates that he/she is physically sound and that he/she has approval to proceed with a routine of exercise.
2. LIMITATIONS OF EXERCISE, IF ANY: It is further expressly agreed that all movement, strength training, cardiovascular exercise, stretching, or any other exercise shall be undertaken by me at my sole risk and that **Noodlelegs Health and Fitness** and its contractors or employees shall not be liable to me for claims, demands, injuries, damages, actions, or causes of action or negligence, whatsoever, to my person or property arising out of or connected with the use by me of the services provided and of the premises where the same is located.
3. 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.
4. I do hereby expressly forever release and discharge **Noodlelegs Health and Fitness** and its contractors or employees from all such claims, demands, injuries, damages, actions or causes of action, from all acts of active or passive negligence on the part of **Noodlelegs Health and Fitness** and its contractors or employees. I further expressly agree that I will not use equipment improperly. If I have any questions whatsoever, concerning exercise and use of equipment, I agree that I will request instruction from **Noodlelegs Health and Fitness** and its contractors or employees.
5. Should **Noodlelegs Health and Fitness** or anyone acting on its 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.
6. 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.
7. In the event that I file a lawsuit against **Noodlelegs Health and Fitness**, I agree to do so solely in the province of British Columbia, and I further agree that the substantive law of British Columbia shall apply in that action without regard to the conflict of law rules of British Columbia. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

DO NOT SIGN THIS AGREEMENT UNLESS YOU UNDERSTAND THE TERMS COMPLETELY. IF YOU DO NOT UNDERSTAND, YOU SHOULD SEEK LEGAL COUNSEL.

Signature of Participant: _____ Date: _____

Witness name: _____

Witness Signature: _____ Date: _____

Witness Address: _____