

BPM INDOOR CYCLING INC. DBA BPM FITNESS CENTRE
RELEASE OF LIABILITY, WAIVER CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ THIS CONTRACT CAREFULLY.

ASSUMPTION OF RISKS:

BPM Indoor Cycling Inc., dba BPM Fitness Centre ("BPM") provides fitness facilities and equipment (the "Facilities"), personal training and group fitness classes, including indoor cycling (spin) classes (the "Services"). I am aware that using the Facilities or participating in the Services provided by BPM exposes me to many inherent risks, dangers and hazards, including but not limited to: loss of consciousness, slips and falls, shock, stress, equipment malfunctions and collisions with other participants or instructors. By using the Facilities or the Services of BPM., I freely accept and fully assume all inherent risks, dangers and hazards of the Facilities and Services, including but not limited to the possibility of personal injury, death, property damage or loss resulting therefrom, whether to myself or that I may cause to others.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of BPM permitting me to use the Facilities and participate in the Services and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I HEREBY IRREVOCABLY AGREE AS FOLLOWS:

1. TO WAIVE ANY AND ALL CLAIMS that I now have, or may have in the future, against BPM and its affiliates, directors, employees, agents and representatives (hereinafter collectively referred to as the "Releasees") for any loss, liability, claim of bodily injury, death or property damage, expenses or costs that I may suffer, or that my next of kin may suffer due to my use of BPM's Facilities or Services.
2. TO FOREVER RELEASE, REMISE AND DISCHARGE THE RELEASEES jointly and severally from any and all actions, causes of actions, claims and demands for damage, loss or injury, suits, indemnity, expenses, interest, costs and claims of any and every kind and nature whatsoever, at law or in equity, which against BPM, I ever had, now have or can hereafter have by reasons of or existing out of any causes whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY OR OTHER DUTY OF CARE, AND/OR BREACH OF THE OCCUPIER'S LIABILITY ACT, RSBC 1996, c.337 ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MY USE OF THE FACILITIES AND THE SERVICES.
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury of any nature to any third party, resulting from my use of or presence on the Facilities or participation in the Services.
4. I acknowledge that I have been urged to avoid bringing valuables into the studio and that BPM shall not be liable for the loss of, theft of, or damage to my personal property, including items left in lockers, bathrooms, change rooms, or anywhere else on the premises. I acknowledge that no portion of any fees paid by me is in consideration for the safeguarding of valuables.
5. I am 18 years of age or older and in proper physical condition to use the Facilities and participate in the Services and am aware that use and participation could, in some circumstances, result in physical injury, disability or death. I also acknowledge that if I am not 18 years of age, my parent/guardian will co-sign a waiver with me. If I am 12 years of age or younger, my parent/guardian will co-sign the waiver and remain on-site for the duration of my use of the Facilities and participation in the Services.
6. I give my permission for the free use of my name and image in broadcast, telecast or other media account of any BPM Services and for the promotional purposes of BPM.
7. That this Agreement shall be effective and binding upon any heirs, next of kin, executors, administrators and assigns in the event of my death or incapacity.

I have read and understood this Agreement prior to signing it and understand that by signing this Agreement, I am waiving certain legal rights which I or any of my heirs, next of kin, executors, administrators and assigns may have against the Releasees.

Signed this _____ day of _____, 20_____.

Signature of Participant

Signature of Witness

Print Name of Participant

Print Name of Witness

FOR PARENTS/GUARDIANS OF PARTICIPANTS UNDER 19 YEARS OF AGE

For and on behalf of a participant of minority age, by signing where indicated below, I hereby certify that I am the parent/guardian with legal responsibility for this participant of minority age, and acknowledge the risks associated with the use of the Facilities and Services by the participant, and hereby consent to the use and participation of the minority age participant of the Facilities and the Services and agree for myself, my heirs, executors, assigns and next of kin to release, indemnify and save harmless the Releasees from all liabilities, howsoever arising, incident to the participation in the Services and the use of the Facilities by the participant of minority age.

Signed this _____ day of _____, 20_____.

Signature of Parent/Guardian

Signature of Witness

Print Name of Parent/Guardian

Print Name of Signature of Witness