

# BPM Indoor Cycling Inc. dba. BPM Fitness Centre

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY AGREEMENT

### PLEASE READ CAREFULLY

By signing this document, you waive certain legal rights, including the right to sue.

### ASSUMPTION OF RISKS

I acknowledge that using the facilities, equipment, and services of BPM Indoor Cycling Inc. dba BPM Fitness Centre ("BPM") involves inherent risks, dangers, and hazards, including but not limited to: slips and falls, physical exertion, equipment failure, overexertion, collision with others, illness (including communicable diseases such as COVID-19), injury, disability, or death. I freely and voluntarily accept and fully assume all such risks, whether known or unknown, foreseeable or unforeseeable, arising from my use of BPM's facilities or participation in its services.

### RELEASE OF LIABILITY & WAIVER OF CLAIMS

In consideration of being permitted to use BPM's facilities and participate in its services, I hereby waive any and all claims I have or may have in the future against BPM and its directors, officers, employees, contractors, instructors, licensees, agents, volunteers, and representatives (the "Releasees") for any loss, damage, injury, disability, death, or property damage arising from my participation. This waiver includes claims arising from negligence, breach of contract, breach of statutory duty, or breach of duty of care, including under the **Occupiers Liability Act (RSBC 1996, c. 337)**.

### INDEMNITY

I agree to indemnify and hold harmless the Releasees from any and all claims, damages, losses, costs, or expenses (including legal fees) arising from my use of the facilities or participation in services, including injury or damage caused to myself or others.

### PERSONAL PROPERTY

I acknowledge that BPM is not responsible for lost, stolen, or damaged personal property, including items left in lockers, change rooms, bathrooms, or elsewhere on the premises.

### MEDICAL FITNESS & AGE CONFIRMATION

I confirm that I am physically and medically fit to participate and will stop immediately if I feel unwell.

I confirm that I am **18 years of age or older**. If under 18, this waiver must be signed by a parent or legal guardian.

Participants **12 years of age or younger** require a parent/guardian to remain on-site unless otherwise approved by BPM.

### MEDIA RELEASE (OPTIONAL)

I consent to the use of my name and image in photographs or video for promotional purposes by BPM. If I do not consent, I will notify BPM staff in writing.

### BINDING AGREEMENT

This agreement is binding upon my heirs, executors, administrators, and assigns and shall survive my death or incapacity. It is governed by the laws of the Province of British Columbia. If any portion is found unenforceable, the remainder shall continue in full force.

### ACKNOWLEDGEMENT

I have read and understood this agreement and sign it voluntarily, aware that I am waiving legal rights.

Participant Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Name (Print): \_\_\_\_\_

Witness Signature: \_\_\_\_\_

### FOR PARENTS / GUARDIANS OF MINORS

I am the parent/legal guardian of the participant named above and consent to their participation. I agree to all terms of this agreement on their behalf.

Parent/Guardian Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_