



## ASSUMPTION OF RISK, WAIVER, AND RELEASE

WE NEED SOME INFORMATION ABOUT YOU AND WHO TO CONTACT IN THE UNLIKELY CASE OF AN EMERGENCY.

THIS INFORMATION IS STRICTLY CONFIDENTIAL AND WILL NOT BE SHARED WITH ANYONE ELSE EXCEPT IN THE CASE OF AN EMERGENCY AS PERCEIVED BY ANY MEMBER OF OUR TEAM.

Participant Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ eMail: \_\_\_\_\_

Emergency contact: \_\_\_\_\_ Relation: \_\_\_\_\_

Emergency contact phone number: \_\_\_\_\_

Emergency contact eMail address: \_\_\_\_\_

Anything else you feel we need to know: \_\_\_\_\_

### PLEASE TURN OVER TO SIGN WAIVER AFTER READING THE FOLLOWING

By signing up for and/or attending private classes, group classes, events, activities, and other programs and using the premises, facilities and equipment (individually and/or collectively, the "Classes and Facilities") of Ululo Incorporated (dba: Lagree YYC), and its subsidiaries (collectively, "Lagree YYC"), I hereby acknowledge on behalf of myself, my heirs, personal representatives and/or assigns, that I understand there are certain inherent risks and dangers associated with Group Fitness activities and exercise including the Lagree Method™ and shared exercise equipment, including but not limited to the Megaformer™ in association with the Classes and Facilities.

I acknowledge that my participation in Classes and use of the Facilities is completely voluntary and I assume all risk of injury and disease that might result. I acknowledge that some of these risks cannot be eliminated regardless of the care taken to avoid injuries and/or illness. I also acknowledge that the specific risks vary from one activity to another, but range from minor injuries such as scratches, bruises, and sprains; major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and catastrophic injuries including paralysis and death, as well as, the possibility of contracting COVID-19 or any other contagious disease.

At all times, I shall comply with all stated, customary, and common-sense terms and rules including verbal, web based and posted instruction. If in the subjective opinion of Lagree YYC staff, I or others could be at risk by my participating in Lagree YYC's Classes or using the Equipment and Facilities, I understand and agree that I may be denied access to the Classes and Facilities until I furnish Lagree YYC with an opinion letter from a medical doctor (at my sole cost and expense), specifically addressing Lagree YYC's concerns and stating that Lagree YYC's concerns are unfounded.



#### ULULO INCORPORATED

5123 Elbow Drive SW • Calgary • Alberta • T2V-1H2 • Canada

#385, 1851 Sirocco Drive SW • Calgary • Alberta • T3H-4R5 • Canada / 3105 McCaig Street NW • Calgary • Alberta • T3B-6N7 • Canada

In consideration of being allowed to participate in and access the Classes, Equipment and Facilities, I hereby agree to assume full responsibility for any and all injuries, disease or damage which are sustained or aggravated by me in relation to the Classes, Facilities and Instruction. I release, indemnify, and hold harmless Lagree YYC, its direct and indirect parent, subsidiary affiliate entities, and each of their respective officers, directors, members, employees, contractors, instructors, representatives and agents, and each of their respective successors and assigns and all others, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to participation in the Classes or use of the Equipment and Facilities.

I represent that I have no medical or physical condition, including known exposure to or symptoms of COVID-19 that would prevent me from properly using or participating in any of Lagree YYC's Classes and/or Facilities. I do not have a physical, viral or mental condition that would put me or others in any physical or medical danger, and I have not been instructed by a physician to not participate in physical exercise at Lagree YYC or elsewhere. I acknowledge that if I have any chronic disabilities or other conditions including, but not limited to, having been exposed to or being symptomatic of COVID-19, I and others are at risk by participating in Lagree YYC's Classes and using the Equipment and Facilities, and I should not be participating in any Classes or using the Equipment and Facilities.

Additionally, I hereby give Ululo Incorporated (dba: Lagree YYC), its assigns, licensees, and legal representatives the irrevocable right to use my name / photograph / image / audio recording / video recording / and likeness ("My Image") in all forms and manner including, but not limited to, publication on Internet Web Sites, broadcasts, and any other publications.

I understand that Lagree YYC cannot control unauthorized use of My Image by persons not associated with Lagree YYC should My Image be published.

I have read this Assumption of Risk, Waiver, and Release Agreement, fully understand its terms, and understand that I am giving up substantial rights including my right to sue Lagree YYC, its direct and indirect parent, subsidiary affiliate entities, and each of their respective officers, directors, members, employees, instructors, representatives and agents, and each of their respective successors and assigns under any circumstances. I acknowledge that I am signing this waiver freely and voluntarily. The term of this waiver is indefinite.

Lagree YYC reserves the right to deny access to any person Lagree YYC deems to be acting in an inappropriate or unsafe manner.

I hereby acknowledge that I am eighteen years of age or older. Individuals who are not yet 18-years of age are required to have this waiver executed by a parent or legal guardian and witnessed by an individual of legal age (18 years of age or older).

**Participant Signature:** \_\_\_\_\_

**Guardian Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Witness Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ULULO INCORPORATED**

5123 Elbow Drive SW • Calgary • Alberta • T2V-1H2 • Canada

#385, 1851 Sirocco Drive SW • Calgary • Alberta • T3H-4R5 • Canada / 3105 McCaig Street NW • Calgary • Alberta • T3B-6N7 • Canada