

# ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

Participant Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Home Address: \_\_\_\_\_ City: \_\_\_\_\_ Prov \_\_\_\_\_ P-Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ eMail: \_\_\_\_\_  
Emergency contact: \_\_\_\_\_ Relation: \_\_\_\_\_  
Emergency contact phone: \_\_\_\_\_ Emergency contact eMail: \_\_\_\_\_  
Anything else you feel we need to know: \_\_\_\_\_

By signing this Assumption of Risk, Waiver, and Release Agreement (the "Agreement"), I acknowledge and agree as follows:

## 1. Definitions and Scope

In consideration of being permitted to participate in private classes, group classes, training sessions, events, programs, and activities, and to access and use the premises, studios, facilities, equipment, and services, whether now existing or hereafter acquired, owned, leased, operated, or used by Ululo Incorporated (dba: Lagree YYC), and its parent companies, subsidiaries, affiliates, successors, assigns, landlords, property managers, licensors, equipment manufacturers, and suppliers (collectively, "Lagree YYC"), (collectively, the "Facilities and Activities"), I acknowledge and agree to the terms of this Agreement on behalf of myself, my heirs, executors, administrators, personal representatives, and assigns.

This Agreement applies to all present and future participation in the Facilities and Activities and shall remain in full force and effect indefinitely.

## 2. Acknowledgment and Assumption of Risk

I acknowledge that participation in fitness activities, including the Lagree Method™ and the use of exercise equipment such as the Megaformer™, involves inherent risks, dangers, and hazards that may result in injury, illness, disease, permanent disability, paralysis, or death.

These risks include, but are not limited to:

- Slips, trips, and falls
- Equipment malfunction or improper use
- Physical exertion beyond my limits
- Negligence of myself or others
- Exposure to communicable diseases, including COVID-19

These injuries include, but are not limited to:

- Muscle strains, sprains, fractures, and tears
- Heart attack, stroke, or other medical emergencies
- Catastrophic injury, paralysis, or death

I understand that these injuries may arise or result from my own actions or inactions, the actions or inactions of others, the condition of the facilities or equipment, or the negligence of Lagree YYC or the Released Parties (defined below).

I voluntarily and knowingly assume all risks, both known and unknown, associated with my participation in the Facilities and Activities.

## 3. Voluntary Participation and Medical Responsibility

I acknowledge that my participation is voluntary and that I am solely responsible for determining whether I am physically and medically able to participate safely.

I represent and warrant that:

- I have no medical condition that would prevent my safe participation;
- I have not been advised by a physician to refrain from physical activity;
- I will inform Lagree YYC prior to participation of any injury, illness, pregnancy, medical condition, symptoms, or limitations;
- I will immediately stop participation and notify staff if I experience pain, dizziness, illness, or discomfort.

I acknowledge that Lagree YYC has not provided medical advice and that I am solely responsible for consulting a physician prior to participation. Lagree YYC reserves the right, in its sole discretion, to deny access or require medical clearance confirming my ability to safely participate.

## 4. Compliance with Rules and Safety Instructions

I agree to comply with all Lagree YYC rules, policies, terms, and instructions, whether verbal, written, electronic, or otherwise communicated, including those published on the Lagree YYC Terms & Conditions page ([www.lagreeeyc.com/terms-](http://www.lagreeeyc.com/terms-)

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conditions), within the Facilities, or by electronic communication, as updated from time to time. I acknowledge that continued participation constitutes acceptance of such updates, and that Lagree YYC may deny, suspend, or terminate access to the Facilities, Activities, or membership at its sole discretion and as permitted by law.

## 5. Release of Liability and Waiver of Claims

To the fullest extent permitted by the laws of the Province of Alberta, I hereby release, waive, discharge, and hold harmless Lagree YYC and its parent companies, subsidiaries, affiliates, landlords, licensors, equipment manufacturers, suppliers, and each of their respective officers, directors, owners, shareholders, members, employees, contractors, instructors, agents, representatives, successors, and assigns (collectively, the "Released Parties") from any and all claims, demands, damages, losses, liabilities, costs, or expenses of any kind whatsoever, including claims arising from the breach of any legal duty, error or omission, and/or negligence, active or passive, of the Released Parties.

This release applies to any injury, illness, disease, death, disability, financial loss, or property damage arising from or related to my participation in the Facilities and Activities or use of any facilities or equipment.

## 6. Indemnification

I agree to indemnify, defend, and hold harmless the Released Parties from any and all claims, liabilities, damages, costs, and expenses, including legal fees of a solicitor and client (full indemnity) basis arising from my participation in the Facilities and Activities or my breach of this Agreement.

## 7. Emergency Medical Authorization

I authorize Lagree YYC to obtain emergency medical treatment on my behalf if deemed necessary. I accept full responsibility for any medical costs incurred.

## 8. Media Release

I grant Lagree YYC an unrestricted, perpetual, irrevocable, worldwide, royalty-free right and license to photograph, record, and use my name, likeness, image, voice, and appearance ("My Image") for lawful business purposes including marketing, advertising, and promotional use, without compensation. I understand that Lagree YYC cannot control unauthorized third-party use of such materials.

## 9. Termination and Denial of Access

Lagree YYC reserves the right, in its sole and absolute discretion, to deny access to its facilities, premises, classes, services, or events to any person, and to suspend or terminate any membership, class package, or participation privileges at any time, with or without notice and with or without cause. This includes, without limitation, situations where Lagree YYC determines that an individual's conduct is unsafe, disruptive, inappropriate, violates studio policies, or is otherwise not in the best interests of Lagree YYC, its staff, or its clients.

## 10. Severability

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

## 11. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the applicable federal laws of Canada. Any legal action shall be brought exclusively in the Province of Alberta.

## 12. Acknowledgment of Understanding

I acknowledge that:

- I have read and fully understand this Agreement;
- I understand that I am waiving substantial legal rights, including the right to sue;
- I am signing this Agreement freely and voluntarily;
- This Agreement is binding upon me and my heirs, executors, administrators, and assigns;
- I am eighteen (18) years of age or older, or this Agreement has been signed by my parent or legal guardian.

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Participant Name: \_\_\_\_\_ Participant Signature: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_ Parent/Guardian Signature: \_\_\_\_\_

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

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

### ULULO INCORPORATED

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