Pilates GALS

Agreement of Release and Waiver of Liability

In consideration of receiving health and fitness related coaching and/or coaching in relation to career/work, relationships, and personal growth (collectively the "**Program**") from Pilates GALS, a sole proprietorship owned and operated by Evangeline Brouwer (the "**Provider**") I agree to the following:

- 1. That I am participating in the Program during which I may receive information and instruction about health and fitness and wellness coaching. The information and instruction provided through the Program is not intended as a substitute for medical advice or treatment.
- 2. The Provider makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, or suitability of the Program to me or guarantees any results within the Program in any way. Any reliance I place on the Program is therefore strictly at my own risk.
- 3. I recognize that certain elements of the Program may require physical exertion and may cause physical injury; and I am fully aware of the risks and hazards involved and assume full responsibility for any risks, injuries, or damages, known and unknown, which I might incur as a result of participating in the Program.
- 4. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Program and represent that I am physically fit and have no medical condition that would prevent my participation in the Program.
- 5. I agree to waive and release to the fullest extent permitted by law the Provider (and each of its owners, employees, and contractors) from all liability whatsoever, for any and all claims or causes of action that I, my estate, heirs, executors or assigns may have for personal injury or otherwise, including any direct and/or consequential damages, which result or arise from my participation in the Program.
- 6. I agree that the courts of the Province of Ontario shall have exclusive jurisdiction for the purpose of litigating any dispute arising out of or related to this release.
- 7. I acknowledge that: (i) I have been given adequate opportunity to read and understand this release, (ii) this release was not presented to me at the last minute and (iii) I have been given an opportunity to obtain independent legal advice with respect to this release.
- 8. If any provision, clause or phrase of this release is found to be unenforceable or invalid, that portion shall be severed from this release.
- 9. I hereby declare that I am 18 years of age or older and am competent to sign this release.

I HAVE READ THIS RELEASE, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.

Print Full Name:	Date of Birth:
Address:	Telephone:
Signature of Participant:	Date: