



SPIN4KIDS WAIVER AND VIDEO/PHOTO RELEASE
(Hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

In consideration of GoodLife Kids Foundation (the "Foundation") and GoodLife Fitness Centres Inc. ("GoodLife") permitting me to participate in the Spin4Kids event held on Saturday, March 4, 2017 (the "Event"), the undersigned hereby acknowledges and agrees with the following:

- 1. I hereby acknowledge and agree that fitness activities and exercise and participation in the event exposes participants to many risks and hazards, some of which are inherent in the very nature of the fitness activities and exercise itself, others which result from human error and negligence on the part of the persons involved in preparing, organizing and staging fitness activities and exercise, and, as a result of such risk I, as a participant, may suffer serious personal injury (even death). I understand that the Foundation, GoodLife, the organizers of the Event and their respective officers, directors, employees, independent contractors, agents, affiliated clubs, sponsors, and volunteers (collectively the "Releasees") do not assume any responsibility whatsoever for my safety during my participation in the Event. I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and the possibility of personal injury, death, property damage or loss, resulting therefrom and, I assume all risks of injury to myself or others including any illness or medical condition, negligence of other participants or instructors, and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE EVENT.
2. I agree on my own behalf (and on behalf of my personal representatives, heirs, estate trustees or assigns) to (a) waive any and all claims that I have or may in the future have against the Releasees and release, indemnify and discharge Releasees from any and all claims or causes of action (known or unknown) which I may have arising out of my participation in the Event, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE EVENT; and (b) to indemnify and save the Releasees harmless from any and all claims or causes of action (known or unknown) brought against the Releasees by any party arising out of my actions, including my negligence, while participating in the Event.
3. I acknowledge that the Foundation may take photographs or videos during the Event and that my image, likeness, voice and/or performance may be captured in such photographs and videos. I hereby unconditionally and irrevocably consent, authorize and grant to the Foundation, its successors, assigns and licensees, all necessary authority, right and license to use any photographs or videos containing my image (collectively "Photographs") throughout the world without limitations or restrictions and in their sole discretion, including without limitation: reproduction in all media, publication, display, exhibition for promotion, advertising, trade, art, or illustration. I confirm that the Foundation does and will forever own and retain all right, title and interest throughout the world in the Photographs, subject only to any assignment or license it may grant in its sole discretion. I hereby irrevocably and unconditionally assign to the Foundation and its licensees, successors and assigns all right, title and interest (including privacy, personality, moral and publicity rights) I have or may acquire in my image, likeness, voice and performance as contained in the Photographs and waive in favour of the Foundation and its licensees, successors and assigns all non-transferable rights and interests in the Photographs. I HEREBY RELEASE THE RELEASEES from any and all claims which I may now or in the future have relating to the ownership, reproduction, display, distribution or other use of the Photographs and will hold them harmless in relation to complaints, actions, causes of action, liabilities, damages, losses, legal fees, costs and expenses of any nature and kind whatsoever incurred by any of them by reason of any claim relating to any damage whatsoever in respect of any act or omission in respect of the Photographs or any exploitation of the Photographs or this Agreement.

I have read the Release Agreement above, and I agree to be bound by its terms.

Dated at Saturday March 4, 2017

Participant Name: (please print) \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

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

Address of Participant: \_\_\_\_\_

I am the parent or guardian of the above named participant (the "Participant") and have in my personal capacity and as parent or guardian of the Participant, specifically requested that the Foundation and GoodLife allow the Participant to participate in the Event. By signing below I am agreeing to the terms and conditions of this Release Agreement on my own behalf and, as parent or guardian, on behalf of the Participant. I acknowledge and agree that my heirs, executors, administrators and assigns will also be bound by this Release Agreement.

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

Print Name: \_\_\_\_\_