

COVID-19 RELEASE FROM LIABILITY, WAIVER OF ALL CLAIMS AND PARTICIPANT CODE OF CONDUCT

NOTE: By signing this document, you waive or give up your legal right to sue or claim compensation

In consideration of Embody Activewear Inc. (operating as “Embody Pilates Studio”), its employees, affiliates, agents or representatives (collectively, “Embody Pilates”), accepting my request for the performance of certain in-person services, and my being permitted to attend the premises operated by Embody Pilates located at #213, 300 Old Canmore Road, Canmore Alberta, T1W 0J5 (the “Embody Pilates Studio”), I agree to this Release from Liability, Waiver of all Claims and Participant Code of Conduct (this “Agreement”).

1. I acknowledge that this Agreement is supplemental to, and shall not replace, any other waiver, release, indemnity or other agreement signed by me in favor of Embody Pilates.
2. I waive any and all claims I may now or in the future have against, and release from all liability and agree not to sue, Embody Pilates for any COVID-19 related illness, personal injury, death, or loss (including expenses) sustained by me or any other person as a result of my participation in any activity with Embody Pilates due to any cause whatsoever, including without limitation, negligence on the part of Embody Pilates. This waiver includes, without limitation, any actual or possible suffering by me from COVID-19 related illness, mandatory quarantine or self-isolation requirements or other restrictions whether self-imposed or imposed by governmental authorities, and any losses arising therefrom.
3. I acknowledge that by attending the Embody Pilates Studio, I assume the risk of exposure to COVID-19 and other public health risks. I further acknowledge that this risk may be elevated if I travel to the Embody Pilates Studio by way of public transportation or taxi service.
4. I agree to take all reasonable steps to prevent the transmission of COVID-19, including strict adherence to any guidelines posted by Embody Pilates from time to time, whether at the Embody Pilates Studio or circulated by email, posted online, or delivered to me by other means. I acknowledge that such guidelines are subject to change from time to time as the Province of Alberta updates its guidelines relating to COVID-19. I undertake to keep myself apprised of such changes and to comply with same.
5. I undertake and agree to advise Embody Pilates if I have, in the fourteen-day period preceding any appointment I have at Embody Pilates Studio: travelled internationally, experienced symptoms consistent with COVID-19, or been in close contact with a person with a confirmed or probable positive case of COVID-19. I accept that if I advise Embody Pilates of any such event, Embody Pilates may in its sole discretion, either cancel my upcoming appointments at Embody Pilates Studio, or make arrangements for me to receive instruction via videoconference.
6. I understand and acknowledge that Embody Pilates reserves the right to require me to immediately leave Embody Pilates Studio if Embody Pilates has reason to believe that I am experiencing a fever or other symptoms, or that I have been exposed to COVID-19.
7. In entering into this Agreement, I am not relying on any oral, written, or visual representations or statements made by Embody Pilates to induce me to attend at Embody Pilates Studio. I confirm that I am of the age of majority and that I have read and understand this Agreement prior to signing it and agree that it shall be binding upon my heirs, next of kin, executors, administrators and successors. I agree that this Agreement shall be governed pursuant to the laws of the Province of Alberta.

Signed this day ____ of _____, 20__ at Canmore, Alberta

(Participant sign here)

(Witness sign here)

(Print Name)

(Witness printed name)