



Swimming Instruction Waiver and Release of Liability

In consideration of being allowed to participate in any way in swimming instruction, related events and activities (the "Program") offered by: 'Star Swimmers by Sandy' and GoodLife Fitness Centres Inc. ("GoodLife") offered at GoodLife's facility located at 366 Bunting Road, St. Catharines, Ontario (the "Facility"), each undersigned participant (the "Participant") acknowledges, appreciates, and agrees that:

1. There is a risk of injury from the activities involved in the Program. While particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist; and,

2. I ACKNOWLEDGE AND FREELY ASSUME ALL SUCH RISK, both known and unknown, and assume full responsibility for my participation in the Program; and,

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

4. I hereby myself and on behalf of my heirs, assigns, personal representatives and next of kin, a) release, indemnify and discharge Star Swimmers by Sandy and GoodLife Fitness Centres Inc. together with their respective owners, officers, directors, agents, employees or independent contractors, including, without limitation, Sandra Walters and Hannah Sawchyn (the "Releasees"), from any and all claims or causes of action (known or unknown), which I may have arising out of my participation in the Program or any other use of the Facility, including those arising out of the negligence of the Releasees, 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 negligence, while at the Facility or participating in the Program.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT FULLY, UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARTICIPANTS OF MINORITY AGE (under age 18 at time of registration)

I am the parent or legal guardian of each of the Participants listed below. I acknowledge that there is a risk associated with participating in the Program. The Participants' participation is completely voluntary and by permitting the Participants to participate in the Program, I acknowledge that I am assuming all risks of injury to the Participants and others, including any illness or medical condition. I agree on the Participants' behalf (and on behalf of my personal representatives, heirs, estate trustees and assigns), to release, indemnify and save the Releasees, from any and all claims or causes of action (known or unknown) which the Participants may have arising out of the Participants' participation in the Program or the use of the Facility, including those arising out of the negligence of any Releasee. I acknowledge that GoodLife is not responsible for any damage to, loss, or theft of my child's personal property.

PARTICIPANT'S NAME(s)

PARTICIPANT'S SIGNATURE(s)

NAME OF PARENT OR LEGAL GUARDIAN (if applicable) SIGNATURE OF PARENT OR LEGAL GUARDIAN

DATE:

EMERGENCY CONTACT NUMBER: ____