



LIVINGSTON CLUB FITNESS CENTRE

INFORMED CONSENT AND AGREEMENT AND RELEASE FORM

For participation in all activities at Livingston Club Fitness Centre

Please read carefully before signing.

Date: _____

Thank you for choosing to use the activities, facilities, programs or services of Livingston Club Fitness Centre. We request your understanding and cooperation in maintaining your safety and health by reading and signing the following INFORMED CONSENT AND AGREEMENT AND RELEASE FORM.

I, **(PLEASE PRINT)** _____ declare that I intend to use some or all of the activities, facilities, programs and services (hereinafter called “Activities”) offered by Livingston Club Fitness Centre. I assume full responsibility for my health and well being during and after my participation in such Activities and for my choices to use or apply at my own risk any portion of the information or instruction I receive.

I understand that part of the risk involved in undertaking any of the Activities is relative to my own state of fitness or health (physical, mental or emotional) and to the awareness, care and skill with which I conduct myself in any of the Activities of Livingston Club Fitness Centre. In addition, I understand that I am free to withdraw from, reduce or modify my involvement in any of the Activities and I realize that I should do so on recognition of any signs of physical discomfort, which may include: light-headedness, fainting, chest pain or discomfort, leg cramps, nausea, etc.

I, for myself, my heirs, executors, and administrators, release and forever discharge Livingston Club Fitness Centre, HSG Health Systems Group Ltd., bcIMC Realty Corporation and Bentall Real Estate Services LP and each of their successors and assigns and each of their affiliates, directors, officers, employees, agents, member instructors and independent contractors (collectively called the “Released Parties”) from any claims, actions, costs, expenses and demands in respect of death, injury, loss or damage to my person or property (including without limitation, under the Occupiers’ Liability Act) wherever or however caused, including, without limitation, the negligence of one or more of the Released Parties, arising out of or in connection with the use or intended use of Livingston Club Fitness Centre.

I consent to taking all of the above noted and other risks by VOLUNTARILY PARTICIPATING in all and any fitness programs, which may or may not be designed and implemented by a qualified fitness consultant employed by Livingston Club Fitness Centre: _____ **(PLEASE INITIAL)**.

I declare that I have read, understood and agree to the contents of this INFORMED CONSENT AGREEMENT & RELEASE FORM in its entirety, and I have signed it voluntarily.

Signature: _____ Witness: _____

Date: _____ Date: _____

(Adapted form Fitness Standards Safety Committee, “Safety Standards” from Screening of Participants Planning to Engage in Activities and Programs Offered by the Ontario Fitness Industry. Third draft, January 1989, p.7)