**VOLUNTARY ASSUMPTION OF RISK, WAIVER, AND INDEMNIFICATION**

**Welcome**

We are thrilled that you are here to move and grow with us. But before you begin your first class, we need you to clearly understand the risks of participating in one of our classes and that by signing this waiver you agree that you have voluntarily chosen to participate in our classes and assume all the risks associated with participating in the class. By signing this agreement you also acknowledge your understanding that you will not be able to take any legal action against the Iron Cycle Club as a result of any losses that you may experience while participating in our classes.

PLEASE READ THIS DOCUMENT CAREFULLY AND MAKE SURE THAT YOU UNDERSTAND EVERYTHING THAT YOU ARE READING. PLEASE ASK QUESTIONS IF ANYTHING IS UNCLEAR AS YOU ARE ABOUT TO SIGN AWAY SOME OF YOUR LEGAL RIGHTS.

**Let’s Get Started:**

In consideration for us allowing you to participate in the classes and services offered at ICC, you agree as follows:

1. **The Parties.** The Parties to this agreement are Iron Cycle Club Inc. (“us”, “ICC”, or “we”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“you”)
2. **The Risks of What We Are Doing Together.** You understand that the cycling classes, cycling classes with weights and light weight classes (together the “Activities”) have inherent risks, some of which are more obvious than others. These risks can result in serious bodily harm and sometimes mental harm that could alter your quality of living. In very rare and extreme circumstances, the risks of participating in these activities could even result in death. The risks of these activities include but are not limited to the following:
	1. **Risks of cycle classes:** muscle pulls, tears, and strains; sprained or broken bones; injuries from falling such as bruising or cuts, twisted, sprained or broken limbs; dizziness; fainting; feeling tired; nausea; difficulty breathing; heart attack; and other unknown injuries that may occur as a result of an underlying and pre-existing health condition.
	2. **Risks of light weight classes:** muscle pulls, tears, and strains; sprained or broken bones; injuries from falling such as bruising or cuts, twisted, sprained or broken limbs; injuries from accidental collision with weights; dizziness; fainting; feeling tired; nausea; difficulty breathing; heart attack; and other unknown injuries that may occur as a result of an underlying and pre-existing health condition.

You understand that any time you engage in physical activity there are certain cardiovascular and skeletomuscular risks. You agree to listen to your body, progress at your own pace and inform the instructor if at any time you feel unwell or unable to perform a movement safely. If at any point you feel overexertion, pain or fatigue, you will respect your body and will take rest. Always let us know if something isn’t feeling right – because if you don’t tell us we can’t know and therefore can’t help.

1. **Medical Advice.** You acknowledge that you will consult with a physician who will approve of your participation in the Activities or that you are certain that your medical and fitness levels are sufficient for you to join our classes. You acknowledge that your mental health and physical conditions will not prevent your full participation in these classes. Further, you acknowledge that there is no risk of your health endangering yourself or others in the class. You must disclose any serious medical conditions or injuries to the instructor prior to beginning a class in order to determine whether you can partake.
2. **Voluntary Assumption of Risk.** By signing this Waiver, you acknowledge that you are fully aware of the risk of the Activities and that you voluntarily assume all of the risks and outcomes of such risks which may materialize out of your participation in the Activities. You understand the dangers of the Activities, and with full understanding of these risks, still decide to voluntarily participate in our classes at ICC.
3. **Release, Waiver, and Indemnity.**
	1. In consideration of ICC allowing You to participate in the Activities and for good and valuable consideration, You hereby release ICC and its agents, heirs, executors, administrators, successors and assigns from any liability and damages arising from personal injuries or death, however caused including out of negligence, during Your participation in the Activities at ICC.
	2. You understand that You are releasing ICC at Your own risk and that You agree to forfeit any and all forms of legal recourse which may be available to you, including but not limited to any form of damages, as a result of Your participation in the Activities at ICC.
	3. Further, You agree that these provisions above apply to You, Your family, heirs, executors or anyone else who may be able to bring a legal action on Your behalf in the future.
	4. You hereby indemnify and hold harmless ICC and its agents, heirs, executors, administrators, successors and assigns from any and all liability for any property damage or personal injury to any third party resulting from Your participation in the Activities.
4. **Media Release.** We think you’re incredible and would love to show you off! You agree to grant us the irrevocable right and permission to use, throughout the world and in perpetuity, your image, likeness, photographs, video content, audio recordings or any other record of you that is submitted to us directly (via email, Facebook, Instagram or other messaging service) or posted on your social media account with the ICC or any other affiliated hashtags or that tags ICC’s social media account, whether captured by you, us, or a third party, for any purpose whatsoever without asking you for permission. You also release us from all claims that you may have in relation to the use of your image and any posts made by you in the ways mentioned above. That was a bunch of legal language that gives us permission to use photos and videos of you that we take during our Classes and Training or that you post on your social media account that are related to your workouts or experiences with ICC. For example, it gives us permission to repost photos of you that you tag us in.
5. **Minors.** In British Columbia you are considered a minor if you are 19 years old or younger. We would still love for you to attend classes, but as a new student you must have a parent or guardian come in to the studio to sign this waiver and release form on your behalf.
6. **General Terms.**
	1. **Jurisdiction.** This Agreement will be governed exclusively by the laws of the province of British Columbia.
	2. **Severability.** If any provisions of this Agreement is invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect.
	3. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and replaces any prior agreements.
	4. **Waiver of Breach.** The waiver by Me of any breach by You of any provision of this Agreement will not be taken to be a waiver of any further breaches by You.
	5. **Notice.** For the purpose of this Agreement, e-mail or text messages will suffice for written notice when required asset out above.
	6. **Headings.** The headings used in this Agreement are for stylistic purposes only and none of the content in the headings are intended to be legally binding.

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**CONFIRMATION AND UNDERSTANDING OF AGREEMENT**

You confirm that You have read and understood this Agreement prior to signing it, and You are aware that by

signing this Agreement, You are waiving certain legal rights which You or Your heirs, next of kin, executors,

administrators, assigns and representatives may have against ICC.

Signed this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_.

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SIGNATURE NAME (PLEASE PRINT) & NOTE IF GUARDIAN

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HOME ADDRESS PHONE NUMBER

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E-MAIL BIRTHDAY (DD/MM/YEAR)