RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, INDEMNIFICATION, AND ELECTRONIC MARKETING RELEASE

In consideration of allowing me to participate in the activities, I hereby agree to release, indemnify, and discharge Aerial Fitness Saskatoon Inc., 102112562 SASKATCHEWAN LTD., D.B.A. Fly Studios YXE, their agents, owners, officers, volunteers, participants, instructors, employees, shareholders and all other persons or entities acting in any capacity on their behalf, and the manufacturers and distributors of the equipment used in the activities (hereinafter collectively referred to as "Fly Studios YXE"), as follows:

1. I acknowledge that my participation in Zumba® Fitness, TRX®, Antigravity® Yoga, Antigravity® Fundamentals, Antigravity® Just Kids, Antigravity® Suspension Fitness, AntiGravity® Restorative Yoga, Antigravity® Pilates, Antigravity® Airbarre, Aerial Silks, Aerial Hammock, Aerial Sling, Aerial Lyra (hoop), Aerial Rope (Corde Lisse), Aerial Pole (Flying Pole), Aerial Straps, Aerial Trapeze, Aerial Cube, Aerial Span Set, Guest Workshop classes and all other classes and activities offered by Fly Studios YXE (in this agreement referred to as the “activities”) entails known and unanticipated risks, dangers, and hazards that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities.

I am aware that some of the risks, dangers, and hazards include, but are not limited to: slips and falls; falling from equipment; collision with fixed objects or people; rope burns; muscular strains and tears, fractured bones, bruises, cuts, organ damage, nerve damage, head, neck and back injuries; scratches, bruises, sprains, lacerations, or even more severe life threatening hazards; psychological damage; dehydration; permanent disability; the possibility of eye damage or loss of hearing; the failure to work out safely or within one’s own ability or within designated area; the negligence of other participants or persons who may be present; my own physical condition, defective equipment, mechanical failure of equipment, negligence design or manufacture of the equipment, failure by Fly Studios YXE to provide warning, direction, instruction or guidance as to use of equipment, negligent advice regarding the activities, and the physical exertion associated with this activities.

Furthermore, Fly Studios YXE employees, contractors and all other instructors have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I fully understand the nature and extent of all of the risks, dangers, and hazards of participating in the activities, whether or not described above, and I freely accept and assume all of the risks, danger, and hazards resulting from my participation in the activities. My participation in the activities is purely voluntary, and I elect to participate in spite of the risks, dangers, and hazards.

3. I hereby voluntarily waive any and all claims that I now have, or may in the future have, against Fly Studios YXE, and release, hold harmless, and indemnify Fly Studios YXE for any losses, damages, expenses, or injury (including death) that I or a third party may suffer which are in any way connected with my participation in the activities or my use of Fly Studios YXE’s equipment or facilities, due to any cause whatsoever, including but not limited to:

(a) negligent acts or omissions of Fly Studios YXE which I understand includes the failure by Fly Studios YXE to take reasonable steps to protect me from the risks, dangers, and hazards of the activities;

(b) breach of contract by Fly Studios YXE;

(c) breach of warranty by Fly Studios YXE in respect of design, manufacture, selection, installation, maintenance, adjustment of equipment;

(d) the failure by Fly Studios YXE to safeguard or protect me from the risks association with the activities.

(e) breach of any statutory or common law duty of care by Fly Studios YXE

4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the activities, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. I understand that Fly Studios YXE does not provide any disability, accident, medical, liability, or other insurance should I become injured or cause personal injury or property damage to a third party while participating in the activities.

5. Should Fly Studios YXE or anyone acting on their behalf, be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs on a full indemnity basis.

6. In entering into this Agreement I am not relying on any oral, visual, or written representation by Fly Studios YXE with respect to the safety of activities or the risks involved in participating in the activities other than what is set forth herein.

7. In the event that I file a lawsuit against Fly Studios YXE, I agree to do so solely in the Province of Saskatchewan, and I further agree that the substantive law of that Province shall apply in that action without regard to the conflict of law rules of that Province. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

8. I agree that this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

9. Media Release - I understand that photographers and/or media/ production crews may sometimes be present photographing or filming classes, rehearsals, coaching sessions, workshops or presentations. I give my permission for resulting photographs and/or television/film footage, which may include myself/my child to be used by Fly Studios YXE for promotional purposes on television, newspapers, cyberspace, programs, magazines, or any other media.

10. Electronic Marketing Consent - I expressly agree to receive Fly Studios YXE's newsletter containing news, updates and promotions regarding Fly Studios YXE's products and service via email. I understand that if I wish to remove myself from Fly Studios YXE's electronic marketing list at any time, I must use the 'unsubscribe' link at the bottom of any email I have received, or request the same via email correspondence to admin@flyStudiosyxe.com. All other aspects of this agreement shall remain binding even if I withdraw my consent for electronic marketing.

By agreeing to this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activities, I will have waived my right to maintain a lawsuit against Fly Studios YXE on the basis of any claim from which I have released them herein. I agree to fill out the required PAR-Q form prior to attending class.

I have had sufficient opportunity and time to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant over 18 years _____ Print Name _____

Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of "Minor" being permitted by Fly Studios YXE to participate in its activities and to use its equipment and facilities, I acknowledge the existence of the risks, dangers, and hazards previously mentioned in this agreement and voluntarily assume such risks, dangers, and hazards, which may result in personal injury, or death of the Minor. I further agree to indemnify and hold harmless Fly Studios YXE from any and all claims which are brought by, or on behalf of the Minor, and which are in any way connected with such use or participation by Minor. I further certify that I am the parent or legal guardian of the Minor in this Agreement.

Parent or Guardian: _____ Print Name: _____ Date: _____

PARTICIPANT or Child INFORMATION (Please fill in ALL boxes)

First Name:		**Address:**	
Last Name:		**City:**	
Gender:	☐ Female ☐ Male	**Province:**	
Email:		**Postal Code:**	
Mobile Phone:			**Emergency Contact Info Below**
Birthday:	DD/MM/YYYY	**Full Name:**	
Referral Type:		**Relationship:**	
		Contact Number:	