



Evolution Client Info Form

Name: _____ Mobile # : _____

Email: _____ Date of Birth: _____

Emergency Local Contact: _____ Phone #: _____

I would like access to Evolution's online GroupEx Class Reservation System: ☐ YES ☐ NO
(Username and Temp Login will be sent via email)

Waiver & Release of Liability

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

*BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE.*

PLEASE READ THIS DOCUMENT CAREFULLY

Initials



I acknowledge and agree that in consideration of being permitted to utilize the 24-hour weight and fitness facility, building and outside surrounds, climbing gym, strength machines, weights, cardio equipment, changeroom, washroom and workout classes (collectively the "Fitness Facility"), organized, staged, occupied and/or operated by **Evolution Recreation Ltd.** (hereinafter referred to as "**Evolution**"):

1. **I DO HEREBY RELEASE** Evolution and its directors, officers, shareholders, employees, sponsors, independent contractors and agents from all liability, and **DO HEREBY WAIVE** as against **Evolution** and its directors, officers, shareholders, employees, sponsors, independent contractors and agents all recourses, proceedings, claims, and causes of action of any kind whatsoever, in respect of any and all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, attendance at or participation in or utilization in any way of the Fitness Facility operated by **Evolution** notwithstanding that such injuries or losses may have been caused solely or partly by the negligence or breach of duty of **Evolution**, or any of their directors, officers, shareholders, employees, sponsors, independent contractors or agents.
2. **I HEREBY ACKNOWLEDGE AND AGREE THAT:**
 - my preparation for, attendance at or participation in or utilization in any way of the Fitness Facility operated by **Evolution** may be dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of my preparation for, attendance at or participation in or utilization in any way of the Fitness Facility itself, others which result from human error and negligence on the part of the persons involved in organizing, operating or maintaining the Fitness Facility;
 - as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss;
 - some of the aforesaid risks and hazards are foreseeable, but others are not;

- I nevertheless **freely and voluntarily assume all the aforesaid risks and hazards**, and that, accordingly, my preparation for, attendance at or participation in or utilization in any way of the Fitness Facility **shall be entirely at my own risk**;
- I understand that neither **Evolution** nor any of its directors, officers, shareholders, employees, sponsors, independent contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation for, attendance at or participation in or utilization in any way of the Fitness Facility;
- I have carefully read this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** (the "Agreement"), that I fully understand same, and that I am freely and voluntarily executing same;
- I clearly understand that by signing this Agreement I will be **FOREVER PREVENTED FROM SUING OR OTHERWISE CLAIMING** against **Evolution**, its directors, officers, shareholders, employees, sponsors, independent contractors and agents for any loss or damage connected with any property loss or personal injury that I may sustain while my preparation for, attendance at or participation in or utilization in any way of the Fitness Facility, whether or not such loss or injury is caused solely or partly by the negligence of **Evolution** or any of its directors, officers, shareholders employees, sponsors, independent contractors and/or agents;
- I have been given the opportunity and have been encouraged to seek legal advice prior to signing this Agreement;
- I agree any issues or disputes related to this Agreement or my use of the Fitness Facility will be governed by the laws of British Columbia;
- I clearly understand that **Evolution** would not permit me to attend or utilize the Fitness Facility unless I signed this ***RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT, that this RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT*** applies to my preparation for, attendance at or participation in or utilization in any way of the Fitness Facility whether occurring in the near or distant future, and that the terms of this Agreement have been explained to me by **Evolution** or one or more of their representatives;
- this ***RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT*** is binding on myself, my heirs, my executors, administrators, personal representatives and assigns;
- this Agreement may be in addition to another agreement I must sign as a condition of my preparation for, attendance at or participation in or utilization in any way of the Fitness Facility and that I am bound by the terms and conditions of both agreements; and
- I agree that I am physically capable of any and all activities I intend to or will undertake at the Fitness Facility, and that I have no pre-existing conditions that would hinder my ability in any way to attend or utilize the Fitness Facility.

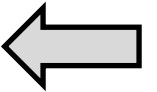
Participant Name (Please Print)

Witness Name (Please Print)

Participant Signature

Witness Signature

Date


Signature

This Agreement must be completed in full, initialed, dated, signed and witnessed prior to my preparation for, attendance at or participation in or utilization in any way of the Fitness Facility