

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

In order to participate in any of the activities of Hot City Fitness (“HCF”), which shall refer to Hot City Fitness Inc., its directors, shareholders, employees, volunteers and/or servants, and all other related/affiliated individuals, please take some time to review this agreement below in its entirety.

PLEASE READ CAREFULLY!
You will waive certain legal rights, including the right to sue!

I (the “Participant”) have enrolled in an activity, event, or virtual class offered by HCF and I acknowledge and agree to the following provisions of this agreement:

Enrolment in the Activity & Charge: The Participant is enrolled in the above-mentioned activity, arranged by HCF with third-party service provider/suppliers, as described in its publications/electronic or printed materials, including marketing and promotional materials. An “activity” shall include the actual event/course/activity, as well as the HCF-arranged trips/method of transportation from and to the destination, if any, and any event/activity conducted and operated virtually through an online platform*. The Participant agrees to submit payment of any required charges/dues to HCF in the method and timeframe requested by HCF for the activity, failing which the Participant will be barred from participating in the activity.

**For example, HCF activities may include virtual or cloud based classes, in-facilities classes, horseback riding, beach volleyball, skiing, swimming, and other indoor/outdoor physical activities as well as the trip to the facilities.*

Qualifications: It is the responsibility of the Participant to ensure that the Participant is qualified to participate in the activity or travel to the destination. The Participant represents to HCF that the participant is at least 18 years of age (or the age of majority) and is of a sound mind. All legal documents required, if any, for participation shall be the Participant’s sole responsibility (*e.g. Identifications, licences, and passports, etc.*) and shall be immediately presented at the request of HCF. Notwithstanding the foregoing, HCF reserves the right to deem a Participant as unqualified for the activity at its sole discretion.

Transportation/Logistics: The Participant acknowledges that HCF may arrange trips/method of transportation from and to any physical activity destination and this arrangement is voluntary and provided for the benefit of the Participant. If electing such service, it is the Participant’s responsibility to meet at the scheduled departure points, before and after the activity. The Participant understands that HCF and its participating group will depart at the scheduled time and absent Participants will be left behind (refund is not available in this situation). The Participant further acknowledges that when participating in a virtual activity, it is the Participant’s sole responsibility to ensure that the Participant has the adequate equipment and set-up, including adequate Internet connection and service, the appropriate and updated software, and other necessary hardware, such as speakers and a monitor, to access the online platform on which the virtual activity is hosted. The Participant understands that HCF and its participating group will begin such virtual activity at the scheduled time and Participants who is unable to access the virtual activity to participate, or whose participation is interrupted or prematurely ended due to their own lack of adequate equipment will not be refunded.

Cancellation/Refunds: Subject to other refund provisions embedded within this agreement, HCF reserves the right to confirm attendance with the Participant and to accept non-response as cancellation. HCF further reserves the right to reschedule or cancel any activities at its sole discretion at any time, in which event HCF will refund all payments of any charges/dues paid to HCF in arranging the activity. Please note: HCF will not refund any charges/dues by the only reason of dissatisfaction of the Participant or early termination of activity resulting from situations/events outside the control of HCF. Cancellation by the Participant may be entitled to refund, however, HCF shall first be entitled to deduct any cancellation fees/costs incurred by HCF.

Voluntary & Assumption of Risks: The Participant acknowledges that it is enrolled in the activity on a voluntary basis and is in no way mandated by HCF. The Participant understands that participation requires minimum level of fitness and health (physical/mental) and the activities may involve strenuous physical activities including, but not limited to, muscle strength, endurance, cardiovascular conditioning/training, and hereby warrants being fit and able to participate. Participation in this activity may involve various risks, dangers and hazards which all Participants are required to assume. The Participant hereby freely accepts and fully assumes all such risks, dangers and hazards and the possibility of personal injury, property loss, whether minor or serious, resulting therefrom. In participating in a virtual activity, the Participant accepts any risks, dangers and hazards arising from the Participant’s own chosen environment such as the Participant’s home and chosen equipment. The Participant acknowledges that HCF strongly encouraged the Participant to consult with medical care professionals before participating in the activity.

Behaviour of Participant: The Participant agrees to act in accordance with all of the rules and policies of the facility/destination where the activity is taking place. Further, the Participant shall not damage or cause any damage/loss to such facility/destination. Additionally, HCF shall be entitled to determine dress codes for certain events and breaching such dress code may disqualify a Participant (refund is not available in this situation).

Food/Allergies/Alcohol: The Participant acknowledges that HCF activities may involve consumption of food and beverages and that HCF cannot guarantee an allergen free atmosphere, despite the foregoing, the Participant voluntarily and willingly enrolled in this activity and therefore assume full liability for any adverse reactions due to exposure to any allergens. The Participant agrees and confirms that it is the Participant's sole responsibility to make any allergies known to HCF. The Participant further understands and confirms that HCF is not a food and/or beverage provider and that HCF shall not be responsible for any food poisoning or digestive conditions which arise from consumption. If offered at the activity, the Participant agrees to consume alcohol, if legally permitted to do so, in a safe and prudent manner and the Participant warrants and represents to HCF that it will not operate any motor vehicles under the influence of alcohol. More particularly described in later provisions of this agreement, HCF shall not be held liable for any death, injury or other loss suffered or cause by the Participant resulting from situations similar to or contemplated by this provision.

Insurance: It is the Participant's responsibility to ensure that it has adequate health, medical or disability, accidental, and if necessary, any travel insurance/coverage. The Participant acknowledges that HCF does not provide any insurance/coverage for any of its activities.

Consent to Medical Treatment: The Participant agrees to hereby give permission to have HCF arrange for any emergency medical care, including hospitalization, transportation, and administration of such emergency medical treatment as may be deemed necessary in the circumstances.

Waiver of Liability and Indemnity: The Participant agrees for itself, its family, heirs and executors, to hereby hold harmless and indemnify HCF for any all liability for any property loss, damage or personal injury to the participant or any third party resulting from participation in the activity as described and defined above. The Participant hereby further agrees that HCF shall not be liable, either directly or indirectly, for any claims, or any damages, costs and expenses, including but not limited to personal injury, fatality, property damage or lost or stolen property, arising from or connected with participation in any activity (including virtual activities) contemplated by this agreement, whether or not such injury, damage or loss occurred as result of any negligence, negligent misrepresentation, breach of statutory duty, and/or breach of contract on the part of HCF.

Third Party Liability: The Participant acknowledges that HCF, as the arranging party, shall not be responsible for any delays, substitutions, equipment or facilities, mechanical defects or failures during the activity, however caused. The Participant acknowledges that any failure of equipment used at home during a virtual activity shall be the sole responsibility of the Participant. The Participant further acknowledges that if any issue arises with the activity, the Participant shall first resolve the issue by contact the third-party service provider/supplier.

Media Release: Unless otherwise agreed to in writing, the Participant hereby authorizes HCF and grants HCF full and exclusive permission to photograph, film and/or interview the Participant, take screenshots of the Participant during virtual activities, and to use/collect its personal information such as name, visual likeness, and personal quotations, and to publish said photographs, film and/or interviews, and screenshots in any of its publications/electronic or printed material, including marketing and promotional materials, and HCF's official website. The Participant hereby release and forever discharge HCF from all actions, causes of actions, claims and demands with respect to any such use except as agreed to in writing.

General: It is understood and agreed that HCF is arranging the activity and nothing contained in this agreement shall be construed as creating a joint venture, partnership or employment relationship between the parties. Neither party shall have any right or authority to create any obligation or duty, express or implied, on behalf of the other. This agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all prior agreements/discussions/representations. This agreement may be unilaterally amended by HCF, provided that a new copy is forthwith provided to the Participant. This agreement shall not be assigned, extended or otherwise transferred in whole or in part, by the participant and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. If any term or provision of this agreement, or the application thereof to any person or circumstance, shall to any extent be found to be invalid, void or unenforceable, such provision shall be limited as necessary to render it valid and enforceable and the remaining provisions and any application thereof shall continue in full force and effect without being impaired or invalidated in any way. This agreement shall be deemed to be a contract under the laws of the Province of Ontario and for all purposes shall be governed by and construed and enforced in accordance with the laws of the Province of Ontario. The Participant further understands and accepts that this agreement applies to any and all guests which may be brought by the Participant to this activity and the Participant hereby undertakes and agrees to make any guest become aware of this agreement and will ensure their acceptance of these terms before they participate.

Emergency Contact: The Participant is required to provide the name and contact information of one (1) emergency contact.

Independent Legal Advice: HCF has advised the Participant of its right to have a lawyer review this agreement and the Participant has either received independent legal advice or waived the same.

BY CLICKING THIS BUTTON, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND FULLY UNDERSTOOD THE ABOVE RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT IN ITS ENTIRETY AND AGREE TO BE BOUND BY THESE TERMS AND HEREBY CONSENT TO PARTICIPATE ACKNOWLEDGING ALL OF THE FOREGOING.

IN THE EVENT THAT THE PARTICIPANT IS A MINOR (LESS THAN 18 YEARS OF AGE), THE PARENT/GUARDIAN OF THE PARTICIPANT CLICKS THIS BUTTON ON BEHALF OF THE CHILD PARTICIPANT, AND HEREBY CONFIRMS AND ACKNOWLEDGES THAT HE/SHE HAS READ AND AGREES TO BE BOUND BY THE ABOVE RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. The PARENT/GUARDIAN OF THE PARTICIPANT, hereby confirms and acknowledges that he/she has read carefully and fully understood the above release of liability, waiver of claims, assumption of risks and indemnity agreement in its entirety and agrees to these terms and hereby authorizes the participation of the child Participant in the HCF activity, and, on behalf of the child Participant, hereby release HCF from any and all liability and responsibility for and in respect to the child's participation in the activity.