

Ontario Society for Health and Fitness 2019 Annual Conference

March 22 – Mississauga, Ontario

#### WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration of being allowed to participate in this OSHF 2019 Educational Event, including but not limited to, any seminar, clinic, exhibit, or demonstration conducted in connection therewith (the "Event"), the undersigned attendee hereby expressly waives and releases OSHF, its directors, officers, administrators, employees, volunteers, agents, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises in which and activity of the Event takes place ("Releasees"), from any liability, losses, damages, injuries (including disability or death), claims, actions and all causes of action whatsoever, of any kind or nature, arising from, or in any manner related to, attendee's participation in any function or activity of the Event.

Attendee specifically understands that attendance at or participation in any function or activity of the Event is at attendee's own and sole risk. Attendee specifically acknowledges attendee's experience and capabilities, and believes attendee is capable and qualified to participate in any such function or activity. Attendee fully understands that participation in any function or activity set forth herein involves risks and dangers and may result in serious bodily injury, including permanent disability, paralysis, and/or death. Attendee understand that such risks and dangers may be caused by attendee's own actions or inaction, the actions or inaction of others participating in any such function or activity, the condition in which the function or activity takes place, or the negligence of the Releasees. With full knowledge, the attendee fully accepts and assumes all such risks and all responsibility for losses, costs, and damages incurred as a result of attendee's participation in the Event, of any kind or nature whatsoever. Attendee further agrees that if, despite this Waiver and Release, attendee or anyone on attendee's behalf makes a claim against any of the Releasees, attendee will indemnify, save and hold harmless each of the Releasees from any litigation, proceeding, expenses, costs, attorney's fees, losses, liabilities, damages, or injuries (including disability or death) any of them may incur as a result of any such claim.

Attendee further acknowledges that by registering for the Event attendee has read this Waiver and Release, fully understands it's terms, understands that attendee has given up substantial rights by signing it, and has signed it freely and without any inducement or assurance of any nature, and intends same to be a complete, unconditional and irrevocable release of all liability to the greatest extent allowed by applicable law and, further, agrees that if any portion of this Waiver and Release is held to be invalid that the balance, notwithstanding, shall continue in full force and effect. This Waiver and Release shall inure to the benefit of the assigns or successors of Releasees, and shall be binding upon the heirs or successors of attendee.

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_