

**TCR BODY TECH ASSUMPTION OF RISK, INFORMED CONSENT,  
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

By signing this document you will waive certain legal rights, including the right to sue.  
**PLEASE READ CAREFULLY.**

TO: The company herein known as TCR BODY TECH

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

D.O.B.: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

**ASSUMPTION OF RISK AND INFORMED CONSENT**

I have enrolled in a program of physical activity including but not limited to aerobic, weight training and nutritional guidance as offered by TCR BODY TECH. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in the program's services and activities without the approval of my physician. I do hereby assume all responsibility for my participation and activities regarding utilization of services and programs offered by TCR BODY TECH.

I fully understand and am aware that strength, flexibility, and aerobic exercises, as well as services related to nutrition are potentially hazardous activities; that fitness activities involve a risk of injury and even death, and that I am voluntarily participating in these activities, with the knowledge of the dangers involved. I hereby release TCR BODY TECH from any liability now or in the future for any injuries, including but not limited to, heart attacks, broken bones, sprains, muscle strains, shin splints, foot/knee/back injuries, heat prostration, or any other illness, soreness, or injury, however caused, and any other damage or loss occurring during of after the use of services and participation in TCR BODY TECH'S programs and activities.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT**

In consideration of TCR BODY TECH accepting my application for membership and permitting my use of services, programs and activities offered by TCR Body Tech, I hereby agree as follows:

1. **To waive any and all claims** that I have or may in the future have against TCR BODY TECH, and its directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as "the Releasees");
2. **To release the Releasees** from any and all claims of any kind (except as prevented by statute) for any injury, loss, damage, expense, costs, or relief of any kind, resulting from or arising out of or connected with my use of services and programs or my participation in any activities offered by TCR BODY TECH, including without restriction, claims arising from excessive exertion, from the conduct of other members or third parties, and from negligence, including gross negligence, trespass, breach of contract, vicarious liability for any other person's act or omission, or breach of any statutory or other duty of care, including any duty of care owed under the Occupiers Liability Act, R.S.B.C. 1979. C/ 303, on the part of the Releasees.
3. **To hold harmless and indemnify the Releasees** from any and all liability for any personal injury to, any third party, resulting from my use of services, programs and participation in any TCR BODY TECH activities.
4. 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.

In entering this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

**I have read and understand this Agreement and I am aware that by signing this Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness (print)

\_\_\_\_\_  
Applicant (Please print name clearly)

\_\_\_\_\_  
Witness (signature)

\_\_\_\_\_  
Applicant signature

Note: All participants must be 19 years of age or older.