

HOS MEMBERSHIP AGREEMENT

Congratulations on your decision to participate in the HOS Membership program offered by House Of Sweat Inc. With the help of this program, you can greatly improve your ability to accomplish your training goals faster, safer, and with maximum benefits. The details in this program can be used for a lifetime.

In order to maximize progress, it will be necessary for you to follow program guidelines during supervised and (if applicable) unsupervised training days. Remember, exercise and healthy eating are EQUALLY important!

During your exercise program, every effort will be made to assure your safety. However, as with any exercise program, there are risks, including increased heart stress and the chance of musculoskeletal injuries. In volunteering for this program, you agree to assume responsibility for these risks and waive any possibility for personal damage. You also agree that, to your knowledge, you have no limiting physical conditions or disability that would preclude an exercise program.

As is the case with any strenuous exercise, you understand that there is a possibility of injury and that it is your responsibility to consult a physician regarding your ability to participate in the HOS Membership program prior to your participation with House Of Sweat Inc. I affirm that it is my responsibility to advise every trainer/instructor at House Of Sweat Inc. any physical conditions, including serious illness or injury which may limit my participation before beginning this program on or after April 23, 2023. A consultation offered by House Of Sweat Inc. is not a substitute for medical attention, examination, diagnosis, or treatment.

By signing below, you accept full responsibility for your own health and well-being AND you acknowledge an understanding that no responsibility is assumed by House Of Sweat Inc.

HOS Membership Terms and Conditions:

1. Client agrees to inform HOS Inc. of any and all conditions, medical or otherwise that may affect his /her ability to participate in the program.
2. The client agrees to pay all amounts shown in this agreement regardless of whether the client participates in the HOS membership.
3. This agreement is on a month-to-month term and can be cancelled at any time once the client informs House Of Sweat Inc. in writing 30-days prior to their next payment date.

Description of program:

Agreement Term: Month-to Month

Investment Breakdown: \$26.54 + HST (CAD)

Total Investment: \$29.99 CAD

Method of Payment: Cash/EMT

Participant's name (please print clearly)

Date: _____

Participant's signature



Date: Monday April 24, 2023

Witness' signature

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

DECLARATIONS: This Agreement is entered into between personal trainer Travis Edwards ("Trainer") representing House of Sweat Inc. and the undersigned ("Client"). The provision of personal training services by Trainer to Client, and Client's use of any premises, facilities or equipment are contingent upon this Agreement.

ASSUMPTION OF RISK: You agree that if you engage in any physical exercise or activity, including personal training, or enter our premises or use any facility or equipment on our premises for any purpose, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to you by Trainer or otherwise, including injuries or damages arising out of the negligence of Trainer, whether active or passive, or any of Trainer's affiliates, employees, agents, representatives, successors, and assigns.

Your assumption of risk includes, but is not limited to, your use of any exercise equipment (mechanical or otherwise), sports fields, courts, or other areas, locker rooms, sidewalks, parking lots, stairs, pools, whirlpools, saunas, steam rooms, lobby or other general areas of any facilities, or any equipment.

You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities, aquatic activities, tennis, basketball, volleyball, racquetball, or any other sporting or recreational endeavor.

You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Trainer or otherwise.

RELEASE: You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Trainer (and Trainer's affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Trainer, whether active or passive, or any of Trainer's affiliates, employees, agents, representatives, successors, and assigns.

This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from personal training, including injuries resulting from Trainer's or anyone else's negligent

inspection or maintenance of the facility or premises.

INDEMNIFICATION: By execution of this agreement, you hereby agree to indemnify and hold harmless Trainer from any loss, liability, damage, or cost Trainer may incur due to the provision of personal training by Trainer to you.

ACKNOWLEDGMENTS: You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the province of Ontario and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

You acknowledge that Trainer offers a service to his/her clients encompassing the entire recreational and/or fitness spectrum. Trainer is not in the business of selling weightlifting equipment, exercise equipment, or other such products to the public, and the use of such items is incidental to the service provided by Trainer.

You acknowledge and agree that Trainer does not place such items into the stream of commerce. This release is not intended as an attempted release of claims of gross negligence or intentional acts. You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement.

You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against trainer for trainer's negligence, or for any defective product used while receiving personal training from trainer. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Print Name: _____

Sign Name: _____

Date: _____