

RELEASE, WAIVER AND INDEMNITY AGREEMENT

**PLEASE READ CAREFULLY
THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS**

In consideration of being granted access to and participating in **Wellness Classes in the facility room** (the “Event”) located on the concourse level of the complex known municipally as **Bay Adelaide Centre** in Toronto, Ontario (the “Complex”),

I, _____ (*legal name on drivers license or other governmental identification*), on behalf of myself and each of my legal representatives, heirs, executors, administrators and assigns, expressly acknowledge and agree as follows:

1. I HEREBY ACKNOWLEDGE AND AGREE that my participation in the Event is completely voluntary, that the Event will involve physical exertion and possible physical contact, and that I shall obey all Complex and Event rules, including, without limitation, rules prohibiting inappropriate or dangerous conduct during the Event. I further acknowledge that I do not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent me from participating in the above-mentioned activity, and if required, will obtain a medical examination and clearance;
2. I HEREBY ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING OUT OF MY PARTICIPATION IN THE EVENT AND IN ALL RELATED ACTIVITIES, including, without limitation, risks of death, bodily injury or property damage however and wherever such risks may arise, including from the negligent or deliberate act of another person;
3. I HEREBY RELEASE AND FOREVER DISCHARGE Brookfield Properties (Canada) Inc., each owner of an interest in the Complex and all of their respective parents, subsidiaries, affiliates, successors and assigns, and all officers, directors, employees and agents of each of them (collectively, the “Released Parties”) from and COVENANT NOT TO SUE any of them for or in connection with any claims, liabilities, causes of action, injuries, losses, damages, demands, costs or expenses (including reasonable legal fees and disbursements) that relate to or arise out of my participation in the Event or related activities, including, without limitation, those based on personal injury, property damage or wrongful death wherever or however the same may occur, whether caused by the negligence of the Released Parties or otherwise, including, without limitation, claims of strict product liability or any other liability without fault;
4. I HEREBY WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release; and
5. I SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS the Released Parties and each of them from any and all claims, causes of action, damages, judgments, costs or expenses, including legal fees, which relate to or arise out of my participation in the Event or activities incidental thereto.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I SURRENDER VALUABLE RIGHTS, AND I DO SO FREELY AND VOLUNTARILY.

DATED: _____

Signature of Participant

Witness

Employer Name: _____

Witness Name: _____

Telephone No. _____