

## Vaughan Community Health Centre (VCHC) Virtual Exercise Education Programs

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency name & telephone: \_\_\_\_\_

This agreement is between **Vaughan Community Health Centre (VCHC)** and the individual whose name is printed and signed below:

I, \_\_\_\_\_, hereby agree to the following:

1. I am participating in a physical activity program offered by VCHC. I recognize that all physical activity programs require physical exertion that may be strenuous and may cause physical injury, including death, and I am fully aware of the risks and hazards involved.
2. I understand that the programs are delivered virtually via Zoom, and that the instructor will not be able to supervise me in the same capacity as being physically present. It is my responsibility to know my limits and exercise safely.
3. I accept that in this type of virtual platform, technical difficulties may occur and can cause delays in the activity or a need to re-schedule the program.
4. I understand that virtual platforms such as Zoom have security measures in place, but there are limitations to these measures. Therefore, participants should not share any information pertaining to their personal health with the instructor and/or other participants during the virtual exercise program session.
5. I understand that it is my responsibility to consult with a physician prior to, and regarding, my participation in any physical activity program. I represent and warrant that I am physically fit, and I have no medical condition that would prevent my full participation in a physical activity program.
6. In consideration of being permitted to participate in a physical activity program, I agree to assume full responsibility for any risks, injuries or damages (known or unknown), property damage or loss of any kind in which I may incur as a result of participating in VCHC's physical activity program(s).
7. In further consideration of being permitted to participate in a physical activity program, I knowingly, voluntarily and expressly waive any claim I may have against VCHC for any injuries or damages (known or unknown), property damage or loss of any kind, including death that I may sustain as a result of participating in any physical activity program(s).
8. This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively "Release") VCHC for any injury, death, property damage or loss of any kind caused by my voluntary participation in any physical activity programs. This Release, Waiver, Discharge and Covenant Not to Sue is made voluntarily by me, the undersigned Releaser, on my own behalf, and on behalf of my heirs, executors, administrators, and legal representatives.
9. I have read the above release, waiver of liability and assumption of risk, and I fully understand its contents and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and thereby, I release VCHC, its staff and representatives of all liability by signing this document. I voluntarily agree to the terms and conditions stated above.

\_\_\_\_\_  
Releaser/Participant Signature

\_\_\_\_\_  
Date