

Waiver of Claims, Release of Liability, Assumption of Risks

You must fill out a waiver form in order to participate in any event, class, session, or activity hosted by Mat Collective Yoga Association. We are for the most part paperless, and the waiver must be signed electronically.

All your personal information collected in the following form will be kept confidential. If you have any questions about the collection of your personal information, contact techsupport@matcollective.com.

PLEASE READ CAREFULLY

(i) PERSONAL INFORMATION

First Name
Last Name
Email
Phone
Date of Birth
Address
City/Province
Postal Code

(ii) EMERGENCY CONTACT

First Name
Last Name
Relationship
Phone

(iii) WAIVER

I, the undersigned acknowledges, appreciates, and agrees that:

1. I am aware that using, attending and/or participating in Mat Collective Yoga Association's (hereinafter the "Releasee") event, class, session, or program (collectively 'activities') involves many risks, dangers and hazards. The risk of injury from the activities is significant, including but not limited to mental distress/trauma, physical injury, serious physical injury or death, and while particular rules, equipment, and personal discipline may reduce this risk, the same, nonetheless exists; and,

2. If at any time during the activities, I feel any discomfort or strain, I will gently come out of the posture and rest. I, the undersigned, understand that yoga is not a substitute for medical attention, examination, diagnosis, or treatment, and shall not consider it as such. I should consult a physician prior to beginning any physical activity, including yoga. I recognize that it is my responsibility to notify my instructor of any serious illness or injury before the activities. I will not perform any postures to the extent of strain or pain. I accept that the instructor, Mat Collective Yoga Association or any of its affiliates, franchisees and their respective representatives, employees or volunteer staff or anyone else (collectively, the "**Releasees**") are not liable for any injury, and/or damages, to person and/or property, resulting from my participation in the activities.

3. I accept the risks, dangers and hazards that come with participating in the activities with or without a certified instructor; including, but not limited to: impact with objects or equipment used in connection with the activities; changes in the type of surface and the condition of each surface,

including yoga mats, grass, cement, carpet, towels, material, washroom facilities and change rooms; weather; loss of balance; failure to move safely within one's own ability; theft; consumption of food and drink, whether made by professionals or by non-professionals; negligence of other participants; and negligence of anyone volunteering, working for or with the Releasee; and,

4. I agree and acknowledge that I am fully aware that participation in the activities involves risk and I accept all the risks, known and unknown, of participating, even if the risks are created by the carelessness, negligence or gross negligence of any Releasees and assume full responsibility for my participation; and,

5. I am in proper physical condition to participate in the activities, I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured. I am aware the streets adjoining the area where the activities are being held are open to regular vehicular and bicycle traffic and I will obey all traffic laws and regulations; and,

6. I am also aware that the risks, dangers and hazards referred to above and below exist within a variety of facilities whether at a spot designated by the Releasee or not, including but not limited to: roadways, parking areas, shower rooms, hallways, stairs, elevators, change rooms, meeting rooms, eating areas, banquet rooms, fields, field houses, parks, playgrounds and other facilities; and,

7. I am aware that there is no obligation for any person to provide me with medical care during my participation in the activities. I understand and acknowledge that there may be no aid stations available for the activities. If medical care is rendered to me, I consent to the same if I am unable to give my consent for any reason at the time the care is rendered. I am aware that I should consult a physician prior to participating in the activities. If I have consulted a physician, I have taken the physician's advice; and,

8. I agree not to sue any Releasees for Claims. "Claims" includes but is not limited to any and all liabilities, claims, demands, legal actions, costs or expenses of any kind, rights of actions for damages, personal injury or death in connection with participation in the activities, even if the Claims arise from the carelessness, negligence or gross negligence of the Releasees or anyone else. I understand and intend that this document acts as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity; and,

9. I grant my permission to the Releasee and any transferee or licensee or any of them, to utilize, edit, alter or copy any and make use of all photographs, motion pictures, videotapes, recordings and other references or records of the activities which may depict, record or refer to me for any purpose ("Likeness"), including commercial use by the Releasees, their sponsors and their licensees. This permission is for use anywhere in the world and on the Internet and for an unlimited period of time. I understand and agree that I will not be compensated or receive additional consideration for consenting to the use of my Likeness and that I will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and/or content that may use my Likeness. I also waive any rights to royalties or other compensation arising or related to the use of my likeness. I hereby release rights to all claims, demands, and causes to action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf of my estate have or may have by reason of this authorization.

I also confirm that I am at least 18 years old as of today's date; and,

10. I agree that if I am pregnant, I shall consult my physician prior to beginning any activities organised by the Releasee and only participate in activities that my physician deems safe for me. I agree and acknowledge that I am fully aware that participation in the activities during a pregnancy involves risk and I accept all the risks, known and

unknown, of participating, even if the risks are created by the carelessness, negligence or gross negligence of any Releasees and assume full responsibility for my participation. I also agree that the Releasee offers pre-natal activities and I am fully aware that participation in the activities with a certified pre-natal instructor involves risk and I accept all the risks, known and unknown, of participating, even if the risks are created by the carelessness, negligence or gross negligence of any Releasees and assume full responsibility for my participation; and,

11. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

I have fully read and understand this release of liability and assumption of risk agreement. I am aware that by signing this agreement, I am waiving all legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees, and I am signing it freely and voluntarily without any inducement.

Electronic Signature

Unique Identifier

Date

FOR PARTICIPANTS OF MINORITY AGE (UNDER 18 AT TIME OF REGISTRATION):

This is to certify that I, as a parent/guardian with legal responsibilities for this participant, do consent and agree to the participant's release of liability and assumption of risk as provided above, and waive all legal rights that the participant, myself, my heirs, assigns, and next of kin may have against the Releasees. I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child's participation in these activities as provided above.

Name of Parent/Guardian

Electronic Signature

Date

By pressing submit, you verify that all the above information being provided by you is true and correct, and filled out to the best of your knowledge and belief and believed to be true by you. No information gathered by this waiver will be used for anything except for the purposes of the waiver, unless required under the Freedom of Information and Protection of Privacy Act.

[COVID-19 WAIVER] Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The coronavirus, COVID-19, declared a worldwide pandemic by the World Health Organization in 2020, is extremely contagious and is known to spread through physical contact. As a result, federal, provincial, and municipal governments and Provincial Health Services Authority, Work Safe BC, and other health agencies have recommended social distancing and have, in many locations, prohibited the congregation of groups of people.

Mat Collective Yoga Association ("Association") has put in place preventative measures to reduce the spread of COVID-19; however, the Association cannot guarantee that you or anyone you come in subsequent contact with will not become infected with the same. Further, attending an event, class, session, or program (collectively 'activities') may increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the activities and that such exposure or infection may result in mental stress/ trauma, personal injury, illness,

permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Association activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Association employees, contractors, instructors, volunteers, and/or program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my myself (including, but not limited to, mental stress/trauma, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance and/or participation in at the Association activities. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the Association, its employees, agents, and representatives (collectively, the "Releasees"), of and from the Claims. "Claims" includes but is not limited to any and all liabilities, claims, demands, legal actions, costs or expenses of any kind, rights of actions for damages, personal injury or death, in connection with participation in the activities, even if the Claims arise from the carelessness, negligence or gross negligence of the Releasees or anyone else. I further understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Releasees, whether a COVID-19 infection occurs before, during, or after participation in the activities.

I have fully read and understand this release of liability and assumption of risk agreement. I am aware that by signing this agreement, I am waiving all legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees, and I am signing it freely and voluntarily without any inducement. I also confirm that I am at least 18 years old as of today's date.

Electronic Signature

Unique Identifier

Date

[FOR COVID-19 WAIVER] FOR PARTICIPANTS OF MINORITY AGE (UNDER 18 AT TIME OF REGISTRATION):

This is to certify that I, as a parent/guardian with legal responsibilities for this participant, do consent and agree to the participant's release of liability and assumption of risk as provided above, and waive all legal rights that the participant, myself, my heirs, assigns, and next of kin may have against the Releasees. I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child's participation in these activities as provided above.

Name of Parent/Guardian

Electronic Signature

Date

By pressing submit, you verify that all the above information being provided by you is true and correct, and filled out to the best of your knowledge and belief and believed to be true by you. No information gathered by this waiver will be used for anything except for the purposes of the waiver, unless required under the Freedom of Information and Protection of Privacy Act.