

## **myFitness Membership Agreement**

Thank you for choosing to use the Sun Life Employee Wellness Services (“**myFitness**”) and making use of myFitness Virtual and/or myFitness Centre (“**Activities**”). We request your understanding and cooperation in maintaining your safety and health by reading, accepting and signing this myFitness Membership Agreement containing the following Informed Consent and Waiver of Liability (the “**Agreement**”). This Agreement shall be effective as of the date of your signature below.

### **Medical History:**

By accepting the terms of this Agreement, you are confirming that you have not experienced any of the following conditions in the past six months:

Heart disease, stroke, chest pain, high blood pressure, dizziness, shortness of breath, fainting, concussion, flare-ups of arthritis or past injuries, diabetes, cancer, osteoporosis, asthma or spinal cord injury.

If any of the above conditions apply, you should not submit this application before contacting [info@myfitnesswaterloo.ca](mailto:info@myfitnesswaterloo.ca) to have a secondary health screening completed prior to starting any Activities with myFitness Virtual or at the myFitness Centre.

### **Informed Consent**

I declare that I intend to use programs and services as offered by myFitness Virtual and at myFitness Centre and managed by LIV North Inc. I understand that each person (myself included), has a different capacity for participating in such Activities. I am aware that all Activities offered are educational, recreational or self-directed in nature. I assume full responsibility during and after my participation in such Activities and for my choices to use or apply at my own risk any portion of the information or instruction I may receive in connection with the Activities. I understand that some Activities, or portions thereof, may be unsupervised at times.

I understand that participation in the Activities is at my sole risk. Risk may be increased depending on my personal level fitness, health, abilities, and the awareness, care and skill with which I conduct myself in any of the Activities. In addition, I understand that I am free to withdraw from, reduce or modify my involvement in any of the Activities at any time, and I realize that I should do so on recognition of any signs of physical discomfort, which may include: transient light headedness, fainting, shortness of breath, chest discomfort or pain, cramps, nausea, etc. I agree to notify the fitness supervisor or contact the Incident Reporting

Centre if my health status changes and to seek the appropriate help if I experience any of the above symptoms while exercising. For any security concerns or emergencies, the Incident Reporting Centre is available 24/7, toll-free at 888-224-8110 or internal at 441-2412.

I understand that the possible risks involved in participating in Activities include the negligence of other participants or myself, including but not limited to: sweating; fatigue; muscle, tendon, ligament, bone and joint soreness, strain or tear; bruising, lacerations and punctures; joint dislocations; bone fractures; concussions and other serious injuries to head, back or neck, aggravation of any existing or past injury; shortness of breath, dizziness, fainting, tightness in chest, heart attack, stroke, or death.

I further understand that it is strictly my responsibility to seek advice from a licensed healthcare professional should I have any concerns about my health and my answers to The Get Active Questionnaire that I completed about my being active and/or about my participation in the Activities.

**Waiver of Liability:**

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

In consideration of the permission given to me to use the myFitness Virtual platform, the myFitness Centre and to participate voluntarily in the Activities, I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Sun Life Assurance Company of Canada, LIV North Inc., their affiliates and any of their respective directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Releasees") from any and all claims, demands, causes of action, liabilities, damages, losses, expenses and costs (including reasonable legal fees) which are in any way connected to or arise out of my participation in the Activities or my use of the myFitness Virtual and myFitness Centre programs, services, facilities, equipment or any other activities in relating thereto, including without limitation, any loss, damage, expense or injury (including death), due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care on the part of the Releasees, and also including any failure on the part of the Releasees or any other person to safeguard or protect me from the risks, dangers and hazards associated with the Activity.

Should the Releasees or anyone acting on their behalf be required to incur legal fees and costs to enforce this Agreement, I agree to indemnify and hold the Releasees harmless from all such fees and costs. Further, in the event that any person, including myself, files a lawsuit against the

Releasees, I agree to do so solely in the province of Ontario and that the laws of Ontario shall apply to the action or proceeding without regard to the conflict of laws principles. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, including in the event of death or incapacity.

**By signing this Agreement, I acknowledge that if anyone is injured or property is damaged during my participation in the Activities, I may be found by a court of law to have waived my right to file a claim against the Releasees on the basis of any claim for which I have released them hereunder. I have had sufficient opportunity to read this entire document. I have read and understood this waiver, and I freely and voluntarily agree to be bound by its terms.**

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Name of Member

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Signature

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Date

**Privacy:**

Personal Information, as defined by the Personal Information Protection and Electronic Documents Act (PIPEDA), is collected on this document by the LIV North Inc. system used for the express purpose of administering and delivering the services under myFitness Virtual and at the myFitness Centre. The collection and use of Personal Information is governed by the PIPEDA which authorizes private organizations to collect the minimum personal information needed in order to deliver the requested service. LIV North Inc. will process any Personal Information provided by you in accordance with LIV North Inc.'s Privacy Policy available at <https://livnorth.com/privacy-policy/>. LIV North Inc. uses a combination of administrative, physical and technical safeguards, including encryption protocols, to protect your Personal Information. All information that you provide will be kept strictly confidential and LIV North

Inc. may share the list of active members with Sun Life to validate eligibility for the myFitness programs. LIV North Inc. will not sell, give away or grant access to your information to anyone outside of the organization or our affiliates. In the event that LIV North Inc. is required by court order, subpoena or legal action to disclose personal information about registrants to LIV North Inc. system, LIV North Inc. will limit the disclosure to only that information which is specifically required by the order.