

## **myFitness Program Terms & Waiver**

Thank you for choosing to use the SunLife Employee Wellness Virtual Services (myFitness) and making use of our programming and/or services (“**Activities**”). We request your understanding and cooperation in maintaining your safety and health by reading and signing the following Program and Informed Consent Agreement (the “**Agreement**”).

### **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 activity with myFitness.

### **Informed Consent**

I declare that I intend to use programs and services as offered by myFitness and LIV North. 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.

I understand that part of the risk involved in undertaking any of the Activities is relative to my own state of fitness and health (physical, mental or emotional) and to 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 lightheadedness, fainting, shortness of breath, chest discomfort or pain, cramps, nausea, etc. I agree to notify the fitness supervisor if my health status changes and to seek the appropriate help if I experience any of the above symptoms while exercising.

I further understand that the possible risks involved in participating in activities may include and are not limited to: sweating; fatigue; muscle, tendon, ligament, bone and joint soreness, strain or tear; bruising, lacerations and punctures; joint dislocations; bone fractures; aggravation of any existing or past injury; shortness of breath, dizziness, fainting, tightness in chest, heart attack, stroke, or death.

I understand that it is strictly my responsibility to seek advice from a licensed healthcare professional should I have any concerns about 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.**

For and in consideration of the permission given to me to use the myFitness platform and to participate voluntarily in the Activities, I hereby waive, any and all claims, including future claims, against SunLife, LIV North Inc., and any of their respective directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Releasees"), and agree to remise, release and forever hold harmless the Releasees from any and all liability, arising out of, pursuant to, or as a consequence of my use of the myFitness programs, services., or any other activities in any way related thereto, as a result of my participation in any the Activities, 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.

If, despite this Agreement, any person that makes a claim or takes any action or proceeding of any type against the Releasees in connection with the subject matter of this Agreement, I will fully indemnify and save harmless each of the Releasees in respect of any losses, damages, liabilities and costs (including legal fees) incurred in respect of such claim s, actions and/or proceedings. 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 accepting the terms of this agreement, you confirm that you have had sufficient time to read and understand the terms of the waiver and freely and voluntarily agree to and accept the terms.**

**Privacy:**

Personal information collected on this document and by our system (LIV North Inc.) is used for the express purpose of fulfilling your request and delivering the services you have contracted with us to deliver. The collection of personal Information is governed by the Personal information Protection and Electronic Documents Act (PIPEDA) which authorizes Private organizations to collect the minimum personal information needed in order to deliver the requested service. We use a combination of software, hardware and encryption protocols to protect your information. All information that you provide will be kept strictly confidential. We will not sell, give away or grant access to your information to anyone outside of the organization or our affiliates. In the event that we are required by court order, subpoena or legal action to disclose personal information about registrants to our system, we will limit the disclosure to only that information which is specifically required by the order.