



Abundant Life Centre  
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## WAIVER RELEASE AGREEMENT

The purpose of this release and waiver (the “Waiver”) is to openly communicate the risks of practicing together, either in person or online, and the release of Abundant Life Centre, its coaches, members, directors, officers, contractors, employees, volunteers, agents, executors, administrators, successors, family members and assigns (the “Released Parties”) of any liability.

Please be aware that if you do not sign this Waiver and agree to its terms, we will not be able to serve you.

If you are under the Age of Majority in Ontario (18 years old), your legal guardian must also sign this Waiver on your behalf.

**PLEASE READ CAREFULLY, UNDERSTAND FULLY, AND ASK QUESTIONS** if anything is unclear. We are here to support you to make sure you understand this waiver.

### WAIVER RELEASE

- 1. PARTIES:** We will refer to Abundant Life Centre, a business registered in the Province of Ontario, as “Abundant Life”, “us”, “we” “our”, and we’ll refer to you, the undersigned (electronically or by hand) or person who has clicked “I Agree” to this Waiver, as “you”, “your” or the “Client”.
- 2. PROGRAMMING:** (the “Activities”) both in-person and online may involve but are not limited to the following: movement, mindfulness practices, exercise classes (including art, voice, panels, discussions, information sessions, and other varieties), nutrition, bodyweight exercises, stretching and strengthening poses, breathing, meditation and coaching.

In-person Activities may involve receiving physical adjustments from instructors, so please advise our team in advance if you do not want adjustments.

**2.1** The Client understands that coaching will include Biblical Spiritual Principles and may be facilitated through the leading of the Holy Spirit.

**2.2** The Client acknowledges that coaching is a comprehensive process that may involve different areas of their life, including work, finances, health (including spiritual health), relationships, education and recreation.

- 3. EQUIPMENT:** In the course of the Activities, you will use a variety of equipment, which may include but is not limited to: blocks, bolsters, straps, mats, resistance bands, pillows, dumbbells, foam rollers, massage balls, blankets (the “Equipment”).

**3.1** Equipment not suggested by Abundant Life is not advised. Use at your own risk.

- 4. PRIVACY AND CONFIDENTIALITY:** This coaching relationship, as well as all information (documented or verbal) that the Client shares with a Coach as part of this relationship, is bound by the principles of confidentiality outlined in the HCA Code of Ethics. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. Coaches agree not to disclose any information about the Client without the Client’s written consent. Coaches will not disclose the Client’s full name as a reference without the Client’s consent.

*Confidential Information does not include* information that: (a) was in a Coach’s possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client’s industry; (c) is obtained by a Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by a Coach without the use of or reference to the Client’s confidential information; or (e) a Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to a Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with a Coach promptly.

*Certified Coaches maintain the ethics and standards of behaviour established by the Health Coach Alliance “(HCA)” ([www.healthcoachalliance.ca/code-of-ethics.html](http://www.healthcoachalliance.ca/code-of-ethics.html)) and/or their governing body. It is recommended that the Client review the HCA Code of Ethics and the applicable standards of behaviour.*

- 5. INHERENT RISKS:** You understand that participating in the Activities poses inherent risks, some more obvious/serious than others. These risks can result in serious harm and injuries that could change your quality of life and, in very rare and extreme circumstances, may even result in death.

**5.1** Injuries can include but are not limited to muscle tears, strains and other musculoskeletal injuries, sprains, broken bones, cardiovascular complications, dehydration, dizziness and fainting.

**5.2** Exposure to and contraction of COVID-19 or other communicable diseases passed on via other Clients and use of shared space, surfaces, or Equipment.

**5.3** There are additional risks posed by participating in the Activities online, as there is no in-person supervision or space provided for you, and you will therefore need to ensure the safety of the Activities, using your judgment on how to best practice and perform them safely.

**5.4** The Client understands and agrees that they are responsible for the safe facilitation of the Activities of any classes made available for online streaming or that take place outside of Abundant Life, including outdoors.

- 6. AFFIRMATION OF HEALTH:** By engaging in Activities with Abundant Life Centre, you affirm that you have sought medical advice regarding your capabilities (mental and physical) to safely perform the requirements of the programming. Your participation indicates that your fitness levels are sufficient.

**6.1** Abundant Life's Activities can be beneficial to our spiritual, mental and physical health however, the Client understands that the Activities are not a substitute for medical attention, examination, diagnosis or treatment and does not prevent, cure, or treat any mental disorder or medical disease.

**6.1.1. If the Client experiences any pain or discomfort, they are advised to discontinue the activity and ask for support from the facilitator and if needed, to contact their medical care team.**

**6.2** The Client is solely responsible for creating and implementing his/her overall (spiritual, emotional, physical) well-being. The Client is solely responsible for the decisions, choices, actions and results arising out of the guidance and interactions of the facilitator(s) of the Activities of Abundant Life.

- 7. COVID-19 / INFECTIOUS DISEASE:** Every time you participate in the Activities (In-person) you are affirming that you are healthy and that you do not present an increased risk due to COVID-19 or other infectious diseases. If at any point within 14 days prior to participating in any of the Activities, you have suffered from symptoms of a communicable disease (such as fever, chills, cough, shortness of breath, or sore throat), been in close contact with someone with a known or suspected case, or are uncertain of your health or risk of transmission, you agree **not** to take part in the Activities and you should consult with your doctor. You agree to update us regarding your health or risk factor and to comply with **all measures** and policies implemented by Abundant Life and applicable public health guidelines (federal, provincial, local, CDC and others) as updated, including but not limited to: wearing masks, personal hygiene and social distancing.
- 8. VOLUNTARY ASSUMPTION OF RISK:** You have read this Waiver and understand the risks of participating in the Activities with Abundant Life Centre. Your signature below, electronic signature or clicking 'I Agree', and your participation in the Activities at Abundant Life illustrates your voluntary engagement and assumption of the risks of the Activities.
- 9. RELEASE, WAIVER AND INDEMNITY:** You hereby release Abundant Life, its members, directors, officers, contractors, employees, volunteers, agents, executors, administrators, successors, family members and assigns (the "Released Parties") from any liability and damages arising from "Inherent Risks" and personal injuries, including the contraction of COVID-19 or other communicable diseases, however, caused including as a result of Abundant Life's negligence, during your participation in the Activities at Abundant Life. You are pardoning the "Released Parties" at your own risk and you agree to forfeit any and all forms of legal recourse which may be available to you. You agree that these provisions above apply to you, your family, heirs, executors or anyone else who may be able to bring legal action on your behalf in the future.
- 10. MEDIA RELEASE:** By being a Client in any of our programming, you agree to grant us the irrevocable right to use material "Content" (captured by Abundant Life or shared by you) including and not limited to: your images, likeness, photographs, video content, and audio recordings as part of our online streaming, marketing and sales throughout the world and in perpetuity. You also release us from all claims you may have relating to the Content.

Please notify us in writing if there is Content you would like Abundant Life to review for removal.

**11. GENERAL LEGAL PROVISIONS - JURISDICTION:** This Waiver will be governed exclusively by the laws of the Province of Ontario.

**11.1 Severability:** If any provisions of this Waiver are invalid or unenforceable, the other provisions in the Waiver will remain in full force and effect.

**11.2 Entire Agreement:** This Waiver constitutes the entire agreement between the parties and replaces any prior agreements.

**11.3 Signatures:** This Waiver may be signed electronically, the effect of which will be the same as signing by hand and the intention of which is that both parties desire to be bound by all the terms of the Agreement.

**BY SIGNING THIS WAIVER YOU CONFIRM THAT YOU HAVE CAREFULLY READ, FULLY UNDERSTOOD, AND VOLUNTARILY AGREE THAT YOU ARE BOUND BY ALL THE TERMS OF THIS AGREEMENT.**

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

