## KRAFT EMS STUDIO, LTD.

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISKS

## BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION. PLEASE READ CAREFULLY!

In consideration of KRAFT EMS STUDIO LTD., a British Columbia corporation (the "Company") permitting the individual named below ("I" or "me") to participate in electro muscular stimulation training (the "Activities"), and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

I understand that the Activities can be strenuous and subject to risk of serious injury, and I have been urged to obtain a physical examination from a doctor before participating in the activities.

By participating in the Activities, **I CONFIRM THAT I AM NOT** subject to any of the following contraindicated conditions:

- Acute influence of alcohol, drugs, narcotics, and/or painkillers
- Recent operations
- Cardiac arrhythmias
- Active medical implants
- Epilepsy
- Seizures
- Pregnancy or suspected pregnancy
- Severe circulatory disorders
- Arterial circulatory disorders

- Strong bleeding tendencies (hemophilia)
- Bleeding
- Abdominal wall hernia
- Inguinal hernia
- Tuberculosis
- Tumor diseases
- Arteriosclerosis in advanced stage
- Severe neurological disorders
- · Diabetes mellitus

- · Febrile diseases
- · Acute bacterial or viral infections
- Liver diseases
- Kidney diseases
- Cardiovascular diseases
- Coronary heart diseases
- Infected or wounded areas of the skin
- Skin cancer
- Rhabdomyolysis

## **ASSUMPTION OF RISKS**

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES INVOLVE MANY RISKS, DANGERS, AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH, OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS, AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I hereby expressly waive and release any and all claims which I have or may in the future have against the Company, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors, and assigns (collectively, "Releasees"), on account of injury, death, or property damage arising out of or attributable to my participation in the Activities, due to any cause whatsoever, including without limitation the negligence of the Company or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

I SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ALL OTHER RELEASEES
AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS,
SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND,
INCLUDING REASONABLE LEGAL FEES, IN CONNECTION WITH ANY THIRD-PARTY CLAIM, SUIT, ACTION,
OR PROCEEDING ARISING OUT OF OR RESULTING FROM THE ACTIVITIES.

This Agreement constitutes the entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall enure to the benefit of me and my heirs and next-of-kin, and the Company and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the British Columbia and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of the British Columbia, and I hereby consent to the exclusive jurisdiction of such courts.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE COMPANY AND THE RELEASEES.

Participant Signature	Witness Signature
Print Name	Print Name
Address	Address
Date	Date
	nor named above. I have the legal right to consent to and, by signing d conditions of this Release of Liability and Waiver of Claims.
Parent/Guardian Signature	Witness Signature
Print Name	Print Name
Address	Address
Date	 Date