

# NEXEN WELLNESS CENTRE

## INFORMED CONSENT AND AGREEMENT AND RELEASE FORM

*For participation in all activities at Nexen Wellness Centre*

**Please read carefully before signing.**

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

*Thank you for choosing to use the activities, facilities, programs or services of Nexen Wellness Centre. We request your understanding and cooperation in maintaining your safety and health by reading and signing the following INFORMED CONSENT AND AGREEMENT AND RELEASE FORM.*

I, **(PLEASE PRINT)** \_\_\_\_\_ declare that I intend to use some or all of the activities, facilities, programs and services (hereinafter called "Activities") offered by the Nexen Wellness Centre. I assume full responsibility for my health and wellbeing 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 receive.

I understand that part of the risk involved in undertaking any of the Activities is relative to my own state of fitness or health (physical, mental or emotional) and to the awareness, care and skill with which I conduct myself in any of such Activities. In addition, I understand that I am free to withdraw from, reduce or modify my involvement in any of the Activities and I realize that I should do so on recognition of any signs of physical discomfort, which may include: light-headedness, fainting, chest pain or discomfort, leg cramps, nausea, etc.

In consideration of allowing me to participate in the Activities, and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I, for myself, my heirs, executors, and administrators, release and forever discharge:

- 1) Nexen Energy ULC; and
- 2) HSG Health Systems Group Ltd.; and
- 3) The building owner, 801 Seventh Inc.; and
- 4) Each of their respective affiliates, directors, officers, employees, agents, instructors and independent contractors and their respective affiliates, directors, officers, employees and agents; and
- 5) Each of their respective successors and assigns; and
- 6) All other users of the Nexen Wellness Centre;

(collectively called the "Released Parties") from any claims, actions, costs, expenses and demands in respect of death, injury, loss or damage to my person or property (including without limitation, under the Alberta Occupiers' Liability Act) wherever or however caused, including, without limitation, the negligence of one or more of the Released Parties, arising out of or in connection with the use or intended use of the Nexen Wellness Centre and participation in any of the Activities, or either of them.

I consent to taking all of the above noted and other risks by VOLUNTARILY PARTICIPATING in all and any of the Activities, including those which may or may not be designed and implemented by any director, officer, employee, agent, instructor or independent contractor employed or retained by Nexen Energy ULC or HSG Health Systems Group Ltd.: \_\_\_\_\_ **(PLEASE INITIAL)**.

I declare that I have read, understood and agree to the contents of this INFORMED CONSENT AGREEMENT AND RELEASE FORM in its entirety, and I have signed it voluntarily.

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

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