# Liability Waiver | WHM

**A. Liability Waiver: Victoria Elliott - StrongHouse Coaching**

- Date 03/01/2027
- Wim Hof Method Breathing Class

*RELEASE OF LIABILITY WHM Activities – READ BEFORE SIGNING*

In consideration of and in exchange for being permitted to participate in the activity of Wim Hof Method Breathing Class organized by Victoria Elliott of StrongHouse Coaching and Positive Movement Fitness on the 3rd Day of January in 2027 and/or use of the property, facilities and services made available by Victoria Elliott I,

_____

*(participant's full name)*

of _____ , acknowledge, appreciate, and agree that:

*(city of residence)*

1. AGREEMENT TO FOLLOW DIRECTIONS.
I agree to observe and obey all posted rules and warnings and further agree to follow any oral instructions or directions given by Victoria Elliott, or the employees or representatives of Victoria Elliott. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

I declare that I will always apply the techniques taught, including but not limited to breathing exercises and physical exercises, in a safe environment (e.g. sitting on a couch/floor) and unforced. I will never practice the techniques before or during diving, driving, swimming, taking a bath or any other environment/place where it might be dangerous to faint. I understand that the breathing exercise has a profound effect and should be practiced in the way it is explained.

2. ASSUMPTION OF THE RISKS.
I recognize on behalf of self, spouse, heirs, estate and assigns that the risk of injury from the activities involved in this program is significant. I recognize that severe injuries, including permanent paralysis or death can occur in sports or activities involving height or motion, the activities including but not limited to breath work, meditation, training routines with ice/cold/heat, physical exercises pertaining but not limited to yoga, swimming, running, climbing, and hiking and may be caused by terrain, facilities, temperature, extreme cold, ice baths, weather conditions, condition of participants, equipment, vehicular traffic, breathing exercises, lack of hydration, or other factors. Potential injuries include but are not limited to heart failure, loss of consciousness, and stroke and may be caused by terrain, facilities, temperature, extreme cold, ice baths, weather conditions, condition of participants, equipment, vehicular traffic, breathing exercises, lack of hydration, or other factors.

While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury still does exist. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF Victoria Elliott or others such as volunteers and trainers, and I assume full responsibility for my participation.

I acknowledge and understand that while participating in the activity of Wim Hof Method Breathing Class:

- I may be injured, physically or mentally, or may die
- My personal property may be lost, damaged or stolen at no responsibility to Victoria Elliott, StrongHouse Coaching, Positive Movement Fitness or any of its agents.
- Other participants may cause me injury or may damage my property
- I may cause injury to other persons or damage their property
- The conditions in which the activity is conducted may vary without warning
- I may be injured or die or suffer damage to my property as a result of the negligence or breach of contract
- There may be no or inadequate facilities for treatment or transport in case of an accident and/or injury
- I assume the risk of and responsibility for any injury, death or property damage resulting from my participation in the activity.

3. RELEASE.
I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Victoria Elliott, StrongHouse Coaching, and Positive Movement Fitness, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event, for ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property arising out of my presence upon any facilities where Victoria Elliott, StrongHouse Coaching, and Positive Movement Fitness related program and/or training is taking place, whether caused by the fault of myself, Victoria Elliott, StrongHouse Coaching, and Positive Movement Fitness, or other associated third parties, to the fullest extent permitted by law.

4. INDEMNIFICATION.
I agree to indemnify and defend Victoria Elliott, StrongHouse Coaching, and Positive Movement Fitness against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my use of the facilities made available by Victoria Elliott, StrongHouse Coaching, and Positive Movement Fitness.

5. NO DURESS.
I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing.

6. ARM'S LENGTH AGREEMENT.
This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

7. ENFORCEABILITY.
The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other application of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

8. PHOTOGRAPH LICENSE**.**
I understand while participating in this activity, I may be filmed or photographed. I grant a license to the activity organizer and affiliates to use my photo, video, or film likeness to be used for any legitimate purpose.

9. EMERGENCY CONTACT.

In case of an emergency, please call _____
*(contact's name & phone number)*

(Relationship: _____)
*(relationship to you)*

10. Governing Law.
This Agreement shall be governed and interpreted in accordance with the laws of the Ottawa, Ontario, and Canada (without regard to the choice of law or conflicts of law principles). In the event of a dispute arising out of or in any way relating to this document or Wim Hof Method Breathing Class to which it refers, jurisdiction and venue shall be the courts of Ottawa, Ontario, Canada, and only in those courts. The parties irrevocably waive any objections or defenses based on lack of personal jurisdiction, improper venue, or forum non convenience. To the extent allowed by law, the parties waive their right(s) to a jury trial in any action arising out of or in connection with this document or Victoria Elliott, StrongHouse Coaching, and Positive Movement Fitness to which it refers. The parties further agree that any claims, disputes, or actions of any kind shall be resolved individually and without resort to any form of class action.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name _____
*(full name)*

Date _____
*(today's date, DD/MM/YYYY)*

Signature _____
*(type your full name)*

I understand & agree this is a legal representation of my signature.