

**THE WESTIN HARBOUR CASTLE HEALTH CLUB**  
**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**  
**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING**

**In consideration of being permitted to enter The Westin Harbour Castle Health Club for any purpose, including, but not limited to, observation, use of The Westin Harbour Castle Health Club facilities or equipment, or participation in any way in any service or activity of The Westin Harbour Castle Health Club, I acknowledge and agree to, on my own behalf, and on behalf of my personal representatives, heirs, assigns, executors, administrators and next of kin, the following:**

1. I am aware and acknowledge that injury or death may result from physical exercise, from the playing of sports and from the use of The Westin Harbour Castle Health Club premises and facilities or any equipment therein or thereon.
2. Upon entering the premises and facilities of The Westin Harbour Castle Health Club, I will inspect same and my observation and use of said premises and facilities shall constitute an acknowledgement that I find and accept them to be safe and reasonably suited for their intended purpose.
3. I hereby release Blue Tree Hotels Investment (Canada), Ltd., doing business as The Westin Harbour Castle, Toronto by Westin Canada Management Co., its managing agent, its owners, parents, subsidiaries, affiliates and managers, operators and their respective directors, officers, employees, agents, contractors, successors and assigns (collectively, the "Releasees") from and against any and all liability for any losses, damages, injuries, expenses, demands or causes of action that I may suffer or that may be suffered by my personal representatives, heirs, assigns, executors, administrators and next of kin, whether with respect to personal injury, death, damage to or destruction of property, theft of property or otherwise, which may arise as a result of my presence in, upon or about the premises of, or my use of, the facilities of The Westin Harbour Castle Health Club, due to any cause whatsoever, including, but not limited to, any negligence, breach of contract, breach of statutory duty of care, or breach of the Occupier's Liability Act, R.S.O. 1990 c.0-2 on the part of the Releasees.
4. I will indemnify and save and hold harmless the Releasees, collectively and individually, from:
  - (a) any and all loss, liability, damages, demands, costs and expenses they may incur, for any reason, whether or not due to negligence, breach of contract, breach of statutory duty of care or breach of the Occupier's Liability Act, R.S.O. 1990 c.0-2 on the part of the Releasees, which may arise as a result of my presence in, upon or about the premises of, or my use of, the facilities of The Westin Harbour Castle Health Club;  
and
  - (b) any and all loss, liability, damages, demands, costs and expenses they may incur, for any reason, whether or not due to negligence, breach of contract, breach of statutory duty of care or breach of the Occupier's Liability Act, R.S.O. 1990 c.0-2 on the part of the Releasees, which may arise as a result of the presence of my guest or guests in, upon or about the premises of, or the use by my guest or guests of, the facilities of The Westin Harbour Castle Health Club.
5. I hereby acknowledge that this agreement shall be effective and binding upon my personal representatives, heirs, assigns, executors, administrators and next of kin in the event of my death.

**I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, THAT I FULLY UNDERSTAND ITS TERMS, THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND THAT I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, GUARANTEE OR ORAL REPRESENTATION BEING MADE.**

\_\_\_\_\_  
NAME OF APPLICANT

\_\_\_\_\_  
DATE OF BIRTH

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF HEALTH CLUB MANAGER  
12/99

\_\_\_\_\_  
DATE