

“MOVATI BE STRONG” Challenge - 2019

The “MOVATI BE STRONG” Challenge (the “Competition”) is being held by Movati Athletic (Group) Inc. and Movati Athletic (London South) Inc., hereinafter individually and/or collectively referred to as “MOVATI”). The Competition is subject to the terms and conditions set out below. It is possible to enter the Competition at any MOVATI location (each a “Club”). Registration for the Competition **opens at 7:00 am on September 16, 2019 and closes at 7:00 pm on September 20, 2019 (“Registration Period”)**. The Competition ends at **7pm on November 15, 2019**.

Prize

- A total of 15 prizes will be awarded during the Competition as follows: One (1) prize of **\$500.00** will be awarded from each Club location to the participant with the highest combined score based on weight loss and improved body fat composition between Weigh-In and Weigh-Out from that Club.

Terms and Conditions

1. In order to enter the Competition and, if applicable, win a prize, an individual must comply with the following requirements:
 - a) have reached the age of majority in Ontario by the date of registration;
 - b) have paid the registration fee charged by MOVATI to enter the Competition;
 - c) be an existing Movati club member in good standing at the time of registration and remain so until the Competition ends;
 - d) **WEIGH-IN & 1st InBody Scan Analysis:** Participants must weigh-in no later than **7:00pm on September 20, 2019**; complete their initial InBody scan; sign the Movati waiver and release form. Failure to do so will result in disqualification from the Competition;

- e) **WEIGH-OUT & 2nd InBody Scan Analysis:** Participants must weigh-in; complete their 2nd InBody Scan; have their “after” photo taken; and, submit a written testimonial by no later than **7:00pm on November 15, 2019**. Failure to do so will result in disqualification from the Competition.

2. **Winner Selection Criteria for Weight Loss:** The highest combined score based on weight loss and improved body fat composition are the **ONLY** criteria for determining the Winner.

3. Multiple decimal points will be used to determine the winner if necessary. Example: John Smith weighs 200 lbs and is composed of 30% Body Fat on February 1st and 180 lbs and 20% Body Fat on May 1st. Total % of body weight loss is 10.00% and improved % of body fat composition is 33.33%, therefore, John will have a total combined score of 43.33 points.

4. A potential prize winner will be notified of their ranking in the Competition by telephone at the phone number in the participant’s file held by the Club.

5. Participant’s account with his/her Club must be in good standing (no NSF charges) in order to be declared a winner and awarded a prize. MOVATI reserves the right to remove any person from the Competition at any time if their Account is in arrears.

6. I acknowledge that I have read this document in full and understand and agree to the terms and conditions set out herein.

7. I agree to participate and compete ethically and fairly.

8. I agree that I will not undergo any surgical weight-loss procedure during this Competition. Anyone who does so or is found to be using “unhealthy” techniques to lose weight, as determined in the sole discretion of MOVATI, will be subject to disqualification. Prohibited techniques include but are not limited to: water pills (diuretics) unless used as prescribed for a medical condition, laxatives, colonics and/or time spent in the sauna.

9. I further agree that I will not use, ingest, and/or inject any anabolic steroid or any other performance enhancing drug to increase lean body mass. Anyone who does

so or is found to be using “unhealthy” techniques to gain muscle, as determined in the sole discretion of MOVATI, will be subject to disqualification.

10. I further agree that I will not make any disparaging, negative or defamatory comments, whether written or oral, by any means including electronic / social media about the Competition, its sponsors or participants. I agree not to take any action intended to discourage fellow competitors.

11. I hereby grant MOVATI specific permission to use my personal information, including my name, image, photographs, written testimonial and weight loss/ lean body mass results, to highlight my personal fitness achievements for MOVATI’s promotional purposes/advertisement without any consideration owing to me for any such use.

WITNESSED BY: _____)
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Name: _____)

Name of Participant

Date: _____

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS
AND INDEMNITY AGREEMENT**

PLEASE READ CAREFULLY!

In consideration for being permitted to take part in the “MOVATI BE STRONG” Challenge - 2019 (the “Competition”) sponsored by Movati Athletic (Group) Inc. and Movati Athletic (London South) Inc., hereinafter individually and/or collectively referred to as the “Sponsor”) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby warrant and agree that:

1. There is always a risk of injury, physical harm, or death resulting from participation in any activity that involves changes to a person's physiological condition, including the weight loss or muscle gain required in order to compete in the Competition.
2. I am physically, emotionally and mentally fit and able to participate in the Competition, do not have any pre-existing conditions that could be adversely affected by taking part in the Competition, and have confirmed that to be the case with my healthcare provider.
3. I will follow all rules for participation in the Competition and will at all times be solely responsible for my personal safety, health and wellbeing.
4. During and after the Competition, I will be solely responsible for monitoring my physical condition and health, and I will immediately notify the Sponsor and withdraw from the Competition if at any time I sense or am made aware that I am experiencing any deterioration in my physical, emotional or mental fitness.
5. I have read this document in full, understand the terms and conditions of participating in this Competition and agree to the rules of the Competition as well as the terms of this Waiver and Release.
6. I will participate and compete ethically and fairly during the Competition.
7. I understand that I will be subject to disqualification if the Sponsor determines in its sole opinion that I am using "unhealthy" techniques to lose weight and/or increase lean body mass.

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. AN UNQUALIFIED ASSUMPTION OF ALL RISKS associated with the Competition, my participation in the Competition or any related activities or events even if arising from the negligence of the Sponsor or its related organizations, any event organizer, event venue and any and all persons associated therewith or participating therein.
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may in future have, against the Sponsor, its affiliated companies, its directors, officers, employees, contractors, agents and representatives, advertisers, other participants of all types, sponsors, and their respective directors, officers, employees, contractors, agents and representatives (all of whom are collectively referred to as "the Releasees") from any and all liability

for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in any part of, or presence at, the events or activities involved in the Competition, or in travel to or from such events or activities, due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES.

3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from my participation in the Competition or related activities.
4. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence of the Releasees or otherwise from the activities referred to herein.
5. AN AGREEMENT that this document be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND AM AWARE THAT BY SIGNING THIS DOCUMENT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MIGHT OTHERWISE HAVE HAD AGAINST THE RELEASEES EITHER INDIVIDUALLY OR COLLECTIVELY.

I HEREBY SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT this _____ day of September 2019

WITNESSED BY: _____)
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Name: _____)

Name of Participant: