

## **DISCLAIMER OF WARRANTY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

*BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO  
SUE OR CLAIM COMPENSATION*

### **PLEASE READ CAREFULLY**

This Agreement constitutes a legal agreement and is entered into by and between you and PERFORMER'S HEALTH INC., a corporation existing under the federal laws of Canada (the "Company", "we", "us", "our"). The following Disclaimer of Warranty, Waiver of Claims and Indemnity Agreement (the "Agreement") govern your access to <https://www.performershealth.com/>, its pages, content and links to third party websites or applications (the "Website") and the use of any services offered by the Company (the "Services") whether such Services are delivered in person or through virtual means.

If you do not agree to these Terms, you must not access or use the Website or any Services offered by the Company.

### **DISCLAIMER OF WARRANTIES**

1. You acknowledge and understand that your use of the Website, its content, and any Services or items found or attained through the Website is at your own risk. The Services offered by the Company, whether in person or online, as well as the Website, its content, and any Services or items found or attained through the Website are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.
2. Neither the Company nor its directors, officers, employees, volunteers, agents or service providers makes any warranty, representation or endorsement with respect to the completeness, security, reliability, suitability, accuracy, currency or availability of the Website or any Services. Without limiting the foregoing, neither the Company nor its directors, officers, employees, volunteers, agents or service providers represents or warrants that the Services or the Website, its content, or any services or items found or attained through the Website will be effective, accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the Website or any third party apps or websites used in connection with providing the Services or made available through the Website are free of viruses or other harmful components, or that the Services will provide guaranteed results or outcomes.
3. You are solely and entirely responsible for your use of the Website and your computer, internet and data security in connection with the delivery by the Company of any Services, if delivered virtually. To the fullest extent provided by law, we will not be liable for any loss or damage caused by denial-of-service attack, distributed denial-of-service attack, overloading, flooding, mailbombing or crashing, viruses, trojan horses, worms, logic bombs, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Website or any Services.

**INITIALS**

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## **WAIVER OF CLAIMS, RELEASE OF LIABILITY, AND INDEMNITY**

4. You, on your own behalf and/or on behalf your minor child or children, hereby expressly waive and release any and all claims which you have or may in the future have against the Company, its directors, officers, employees, volunteers, agents or service providers (the "Releasees") on account of any loss, expense, cost, damages, personal injury or death arising out of or attributable to your use of the Website or access to any Services due to any cause whatsoever, including without limitation the negligence or breach of any statutory or other duty of care, including any duty of care owed under the *Occupiers' Liability Act*, R.S.P.E.I. 1988, Cap. 0-2, as amended, or otherwise, on the part of any of the Releasees.
5. You covenant and agree, on your own behalf and/or on behalf of your minor child or children who use the Website or access any Services, that you shall not make or bring any such claim against the Releasees, and forever release and discharge the Releasees from liability under such claims.
6. You, on your own behalf and/or on behalf of your minor child or children who use the Website or access any Services, shall defend, indemnify and hold harmless the 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 your (or your minor child or children's) use of the Website and access to any Services.
7. This Agreement constitutes the entire agreement between us and you (on your behalf and on behalf of your minor child or children), 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.
8. 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.
9. This Agreement is binding on you and/or your minor child or children and their respective heirs, executors, personal representatives and successors and shall enure to the benefit of the Releasees and their heirs, executors, personal representatives, successors and assigns.
10. This Agreement may be signed by scanned or electronic signature and such signature shall constitute a legally binding agreement.
11. This Agreement shall be governed by and construed in accordance with the laws of the Province of Prince Edward Island and the federal laws of Canada applicable therein.

**INITIALS**

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**I ACKNOWLEDGE THAT I AM OF SOUND MIND TO ENTER INTO A LEGALLY BINDING AGREEMENT. I ACKNOWLEDGE THAT I AM 18 YEARS OF AGE OR OLDER.**

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS ON MY BEHALF AND/OR ON BEHALF OF MY MINOR CHILD OR CHILDREN, INCLUDING THE RIGHT TO SUE THE RELEASEES.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Print name

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Signature