



Event Release and Waiver

Event Name: _____
(the "Event")
Event Date: _____
Event Location: _____
(the "Activity")
Participant Name: _____
Date of birth (MM/DD): _____

Event Release and Waiver

1. In consideration of joining in the above-described event(s), classes, activities, or other programs, and using the premises, facilities, and/or equipment, or any other location or venue where lululemon is providing services (the "Activity" or "Activities"), I agree and acknowledge that I am fully aware that there are significant inherent risks and dangers involved in physical training, yoga, and running exercise activities, including the potential of death, injury, disability, short-term and long-term health effects and/or property damage. I accept all the risks of participating, even if the risks are created by the carelessness, negligence or gross negligence of a Released Party (as defined below) or anyone else.

Initial _____

2. "Claims" includes but is not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, costs, procedures, personal injury or death in connection with participation in the Activity, including being exposed to or infected with communicable diseases. "Released Party" means lululemon athletica canada inc., lululemon usa inc., and all of their affiliates, franchisees and their respective representatives, directors, officers, agents, employees and volunteer staff.

3. I agree and acknowledge that: (a) I am in proper physical and mental condition to participate in the Activities, and am aware that participation could, in some circumstances, result in physical injury, serious physical injury or death; (b) I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured; (c) if, in the subjective opinion of any Released Party, I would be at risk by participating in the Activities, I may be denied access to the Activities and related facilities until I furnish an opinion letter from my medical physician, at my sole cost and expense, specifically addressing the Released Party's concerns and stating that the Released Party's concerns are unfounded; (d) at all times I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given to me by any Released Party; (e) I am aware that if the Activities occur outdoors, the streets adjoining the area of the Activities are open to regular vehicular traffic during the Activities and I will obey all traffic laws and regulations; (f) I understand that I am under no obligation to participate in the Activities and it is my choice to both participate and attend; and (g) my participation in the Activity or Activities may include an increased risk of exposure to or infection by communicable diseases. I further understand that I am solely responsible for my own safety, physical and mental health and wellbeing and

that my compliance with applicable public health and safety rules, guidelines and recommendations, and my participation in the Activities are completely voluntary and optional.

4. I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully and irrevocably release, waive, forever discharge and agree not to assert, any and all rights or Claims I may have, now or in the future, against any Released Party, even if the Claims are based on the carelessness, negligence or gross negligence of a Released Party or anyone else. Without limiting the foregoing, I further irrevocably release, waive and agree not to assert any recourses which I may now or hereafter have resulting from any decision or requirement of any Governmental Entity or Released Party, with which I must personally comply. For purposes of this Agreement, the term "Governmental Entity" means any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state, provincial or local, domestic or foreign.

5. I agree not to sue any Released Party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may incur) defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else.

6. I am aware that it is advisable to consult a physician and/or mental health professional prior to participating in the Activities. I represent and warrant that: (a) I have no physical or medical condition which would prevent me from properly and safely participating in the Activities; (b) I have not been instructed by a physician to avoid physical activity and/or exercise; (c) I have no symptoms or suggestions of mental distress or trauma which would prevent me from properly and safely participating in the Activities; and (d) if I have consulted a physician and/or mental health professional, I have taken my physician's advice.

7. I am aware that there is no obligation for any person to provide me with medical care during the Activities. I understand and acknowledge that: (a) there may be no aid stations available for the Activities; (b) there will be no mental health professionals available for the Activities; and (c) if medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered. I acknowledge that I am responsible to inform a physician or mental health professional if I experience symptoms of mental distress or trauma prior, during or after my participation in the Activities.

8. I grant my permission to the Released Party and any transferee or licensee or any of them, to utilize any photographs, motion pictures, videotapes, recordings and other references or records of the Activity which may depict, record or refer to me, my aural or visual likeness, my voice or other depictions of me or my persona or personality, together with my aural or visual likeness, my voice or other depictions of me or my persona or personality contained therein, in whole or in part, for any purpose ("Images"), including commercial use by the released parties, their sponsors and

their licensees. This permission is for use anywhere in the world and on the Internet and in any other media now known or hereafter created and for an unlimited period of time. I understand and agree that I will not be compensated or receive additional consideration for consenting to the use of the Images and that I will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and/or content that may use the Images. I hereby release the Released Party including, without limitation, all persons who took or otherwise created, recorded or modified the Images, from any and all claims, actions, damages, interest, costs, expense and compensation of whatsoever kind and howsoever arising, whether known or unknown, and which I now have or at any time hereafter can, shall or may have in connection with, or in any way resulting or arising from, the Images and the creation, use or disposition of them.

9. I acknowledge and agree that the Released Party shall own all right, title and interest, throughout the world, in and to the Images and any materials comprising all or any part of the Images, and that the Released Party has the unrestricted right to use, license, sell, transfer or otherwise dispose of any or all of them, as well as the Released Party's rights under this Release and Waiver, in any manner whatsoever and without any accountability to me. I hereby assign to the Released Party all right, title and interest, throughout the world, I may have in and to the Images and any materials comprising all or any part of the Images, including all intellectual property rights thereto. I hereby irrevocably waive any and all of my moral rights and any other irrevocable rights I may have, throughout the world, in or to the Images and any materials comprising all or part of the Images.

10. I understand that some of the information provided by me, including, but not limited to, my name, address, and month and day of birth (the "Information") will be collected and used by the Released Party, and I consent to the transmission of the Information to the Released Party, its agents and/or service providers and authorize the Released Party, its agents and/or service providers to record, process and store such Information as necessary for purposes of providing and administering the Activity and in accordance with the Released Party's Privacy Policy, located at <http://info.lululemon.com/legal/privacy-policy>

11. I understand that I must be at least the greater of either eighteen (18) years of age or the age of majority in the jurisdiction where I reside as of the date of my participation in the Activity and, if the Parent/Guardian section of this Release and Waiver is not completed, I represent and warrant that I am either eighteen (18) years of age or the age of majority in the jurisdiction where I reside as of the date of my participation in the Activity. If the participant is less than 18 years of age or the age of majority in the jurisdiction where you reside, your parent or guardian agrees to the following statements: As a parent or guardian of the participant child, I authorize the child to participate. I agree that in the event the participant child, or anyone acting on his or her behalf, should make any claim, I will provide the indemnity and hold harmless described in paragraph 5 and I agree to the terms of this Release and Waiver. In the event of a medical emergency involving the participant child and any Released Party is unable to contact me, I agree and grant my permission that any Released Party may provide medical

care to the participant child. I acknowledge that I am responsible to inform a physician or mental health professional if the participant child experiences symptoms of mental distress prior, during or after his or her participation in the Activities.

12. If any provision of this Release and Waiver shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Release and Waiver and shall not affect the validity and enforceability of any remaining provisions.

13. I have fully read and understand this Release and Waiver. I am aware that by signing this Release and Waiver, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the Released Party.

14. If this Event is taking place in Canada, this Event Release and waiver will be construed in accordance with the laws of the Province of British Columbia. If this Event is taking place in the United States of America, this Event Release and waiver will be construed in accordance with the laws of the State of New York. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in New York with respect to resolution of disputes arising under this Release and Waiver.

BY SIGNING BELOW, Participant accepts and agrees to the terms and provisions contained in this Release and Waiver.

Participant Signature

Date

Address

City

Province/State

Postal/Zip Code

Phone: (____) _____ - _____

IF PARTICIPANT IS UNDER 18 or the age of majority of the jurisdiction where I reside: I certify that I am the parent or legal guardian of the child named above. I confirm that I have read and understand the above Release and Waiver and that I agree (on behalf of my child) to be bound by each of the above conditions.

Parent/Guardian Name

Parent/Guardian Signature

Date