



INFORMED CONSENT, WAIVER AND RELEASE OF LIABILITY

This form communicates to you the potential risks involved in engaging in physical activity and releases **Elements Fitness & Dance, LLC**, (hereinafter, "**Elements**") from liability arising from your participation in the program. Please carefully read the following:

1. I desire to voluntarily participate at Elements' programs. I understand that exercise may consist of both "aerobic" type activities, which use the large muscle groups in a rhythmical and repetitive manner for a sustained period, as well as muscle resistance type activities.
2. I understand that exercise at Elements is designed to be exertional, and that such physical exertion has the potential to improve functioning of the cardiovascular and skeletal systems, although specific guarantees of improvement cannot be made. I understand that certain physiological changes occur with exercise, some of which can pose health risks. Changes to expect include increases in blood pressure and heart rate. In rare cases, cardiac complications may occur.
3. I agree to take personal responsibility for using proper footwear and clothing, always warming up and cooling down with each workout, working at an exercise pace appropriate for my fitness level, and acting on adverse signs and symptoms.
4. I understand and I am aware that strength, flexibility, and aerobic exercise, including the use of equipment, are potentially hazardous activities. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death. The risks may include, but are not limited to: (a) injuries arising from my use of any exercise equipment, machines and facilities; (b) injuries arising from my participation in supervised or unsupervised activities and programs; (c) injuries or medical disorders resulting from exercising at Elements, including but not limited to, heart attack, stroke, heat stress, sprains, broken bones and torn muscles or ligaments; (d) an accidental injuries within the facilities, including but not limited to, the locker rooms, showers and dressing rooms.
5. I understand that if I am currently under the care of a physician, have recently been under the care of a physician, or have experienced any significant medical problems, this information should be disclosed to my physician and clearance from my physician should be obtained before engaging in any physical activity. I understand that if I have not undergone a physical examination, it is recommended that I do so before beginning an exercise program.

6. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and programs of the Elements or use of equipment or machinery except as hereinafter stated. I acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, and use of exercise and training equipment so that I might have recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given any physician's permission to participate or that I have decided to participate in activity and/or use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities. I understand and agree that Elements is under no obligation to provide physical examination or other evidence of my fitness, the same being my sole responsibility.

IN CONSIDERATION OF MY VOLUNTARY PARTICIPATION AT ELEMENTS, WITH FULL KNOWLEDGE AND ACCEPTANCE OF THE RISKS ASSOCIATED WITH THIS PROGRAM AND ACTIVITIES, AS NOTED WITHIN; AND WITH FULL UNDERSTANDING OF THE ABOVE ISSUES, CONDITIONS AND RISKS, I, ALONG WITH MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, HEREBY RELEASE, WAIVE, FOREVER DISCHARGE AND COVENANT NOT TO SUE, ELEMENTS FITNESS & DANCE, LLC, ITS EMPLOYEES, STAFF, OFFICERS, VOLUNTEERS, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY HARM, INJURY DAMAGE, CLAIMS, DEMANDS, CAUSES OF ACTION, COSTS AND EXPENSES OF ANY NATURE THAT I MAY HAVE OR THAT MAY HEREAFTER ACCRUE TO MY ME, ARISING OUT OF, OR RELATED TO ANY LOSS, DAMAGE OR INJURY, THAT MAY BE SUSTAINED TO ME, ARISING FROM USE OF ANY EQUIPMENT AND/OR PARTICIPATION IN THE ABOVE MENTIONED ACTIVITIES.

COVID-19 RELEASE AND WAIVER OF LIABILITY

I am aware of the existence of the risk of my physical presence at Elements and my participation to the activity of at Elements that may cause injury or illness such as, but not limited to influenza, MRSA, or COVID-19 that may lead to illness, paralysis or death. I hereby represent and warrant that:

1. I have not experienced or exhibited fever, fatigue, difficulty in breathing, dry cough or any other symptoms relating to COVID-19 or any communicable disease within the last 14 days;
2. I have not, nor any member(s) of my household, traveled by sea or by air, internationally within the past 30 days; and
3. I did not, nor any member of my household, visit any area within the United States that was reported to be highly affected by COVID-19, in the last 30 days .

I AM FULLY AND PERSONALLY RESPONSIBLE FOR MY OWN SAFETY AND ACTIONS WHILE AND DURING MY PARTICIPATION AT THE PREMISES AND I RECOGNIZE THAT I MAY BE IN ANY CASE BE AT RISK OF CONTRACTING COVID-19. WITH FULL KNOWLEDGE OF THE RISKS INVOLVED, I HEREBY RELEASE, WAIVE, DISCHARGE ELEMENTS, ITS BOARD, OFFICERS, INDEPENDENT CONTRACTORS, AFFILIATES, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, INJURY, OR DEATH, THAT MAY BE SUSTAINED BY ME RELATED TO COVID-19 WHILE PARTICIPATING IN ANY ACTIVITY WHILE IN, ON, OR AROUND THE PREMISES OR WHILE USING THE FACILITIES THAT MAY LEAD TO UNINTENTIONAL EXPOSURE OR HARM DUE TO COVID-19.

I represent that I am over the age of eighteen (18) years and that I have read the foregoing and fully understand its contents; That I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed; that I give my voluntary consent in signing this Liability Release Waiver as my own free act and deed with full intention to be bound by the same, and free from any inducement or representation. This release shall be binding upon me, my heirs, legal representatives, and assigns. This agreement is being made and entered into under the laws of the State of New York and shall be governed and interpreted in accordance with the laws of said state.

Printed Name: _____

Date: _____

Signature: _____

PHOTO AND VIDEO RELEASE

For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby grant Elements permission to use my likeness, image, voice, and/or appearance as such may be embodied in any photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of Elements or its partners.

I hereby irrevocably authorize Elements to edit, alter, copy, exhibit, publish or distribute any photograph and/or video using my likeness for purposes of publicizing Elements services or for any other related lawful purpose. These include, but are not limited to, Elements website, social media, marketing materials, printed and digital newsletters videos, advertisements, news releases, and any promotional or educational materials in any medium. I understand and agree that any photograph and/or video using my likeness will become property of Elements and will not be returned.

In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I acknowledge that I will not receive any compensation for the use of such images, video, likeness, etc. and waive any right to royalties or other compensation arising or related to the use of the photographs and/or videos.

I hereby hold harmless and release and forever discharge Elements, and its employees, agents and representatives any and all claims and demands arising out of or in connection with the use of my likeness, image, voice and/or appearance, including any and all claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation.

I represent that I am over the age of eighteen (18) years and that I have read the foregoing and fully understand its contents. This release shall be binding upon me, my heirs, legal representatives, and assigns. This agreement is being made and entered into under the laws of the State of New York and shall be governed and interpreted in accordance with the laws of said state.

Printed Name: _____

Date: _____

Signature: _____

