ELEMENTS

Informed Consent, Waiver & Release of Liability

ELEMENTS FITNESS & DANCE, LLC · d/b/a ELEMENTS BARRE FIT

In consideration of being permitted to participate in classes, programs, training, and the use of the facilities, premises, and equipment provided by Elements Fitness & Dance, LLC, doing business as Elements Barre Fit ("Elements"), I acknowledge, understand, represent, and agree to the following:

1. Informed Consent & Assumption of Risk

1. **Voluntary participation.** I am voluntarily participating in physical exercise, which may include barre, dance, strength, cardiovascular, resistance, stretching, and balance activities.
2. **Nature of the activity.** I understand these activities involve strenuous physical exertion and that the degree of exertion is within my own control. I am responsible for selecting appropriate footwear and attire, warming up properly, pacing myself, and informing my instructor of any physical limitation, injury, or condition before and during class.
3. **Risks.** I understand that participation carries inherent risks of injury including, without limitation, muscle strains and sprains, joint and ligament injury, fractures, overexertion, slips and falls, cardiovascular events, and, in rare circumstances, serious injury, permanent disability, or death. I further understand that any shared fitness environment may involve exposure to communicable illness.
4. **Physical condition.** I represent that I am in good physical health and have no medical condition, impairment, or disability that would prevent my safe participation. Where appropriate, I have consulted a physician and obtained clearance to participate.
5. **Responsibility for belongings.** I understand that Elements is not responsible for any loss of or damage to personal property brought onto the premises.
6. **Assumption of risk.** Having read and understood the above, I knowingly and freely assume all such risks, both known and unknown, and accept full responsibility for my participation.

I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN, HEREBY RELEASE, WAIVE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS ELEMENTS FITNESS & DANCE, LLC, TOGETHER WITH ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, INSTRUCTORS, CONTRACTORS, AND AGENTS, FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY MY PARTICIPATION, WHETHER ARISING FROM NEGLIGENCE OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

Printed Name _____ Signature _____ Date _____

2. Photo & Video Release

I grant to Elements and those acting with its permission the irrevocable right to photograph and record me and to use my likeness, voice, name, and image, in whole or in part, in any media now known or later developed, for advertising, promotion, publicity, and related purposes. I waive any right to inspect or approve the finished materials and any right to compensation arising from their use. I release Elements from any claims, including without limitation claims for invasion of privacy, defamation, or right of publicity, in connection with such use.

Printed Name _____ Signature _____ Date _____

General terms. I confirm that I am 18 years of age or older and legally competent to sign this agreement. This agreement is governed by the laws of the State of New York. If any provision is found unenforceable, the remaining provisions shall continue in full force and effect. I have read this entire document, understand it, and sign it freely and voluntarily.