



Virtual Fitness Class Waiver

Because physical exercise can be strenuous and subject to risk of serious injury, you are urged to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You agree that by participating in physical exercise or training activities, you do so entirely at your own risk. You agree that you are voluntarily participating in these activities and assume all risks of injury, illness, death, or loss of personal property.

I, _____ (enter name), hereby agree that by signing this document, I consent to waive certain legal rights, including the right to sue the following party from any physical, material, tangible or intangible, loss or damages that may happen to me during my participation in any of the fitness services (hereinafter, "Fitness Services") undertaken while under their instruction or thereafter: **Clarissa English** (the "Fitness Provider").

I will be voluntarily participating in the Fitness Services that will be conducted by the Fitness Provider. These Fitness Services will include, but not be limited to the following:

Virtual Fitness Classes

The following is the identifying and contact information for me, the client ("Client"):

Client Legal Name: _____

Client Phone Number: _____

The following is the identifying and contact information of the Fitness Provider:

Address: Altadena, CA 91001

Contact Number: 909-800-4305

This Fitness Services Waiver will bind and be enforceable against me and all of my personal representatives. I agree that this Fitness Services Waiver should be enforceable to the fullest extent of the law, and if any portion is held invalid, the remainder should continue in full legal force and effect.

I specifically acknowledge and agree that this document is not intended to be a general release, which would be limited under some state and local laws.

This Fitness Services Waiver shall be construed and interpreted as broadly as possible in the applicable jurisdiction.

ASSUMPTION OF RISK. I understand and am aware that my participation in the Fitness Services involves risks. These risks may lead to tangible or intangible harm, and I agree that they may result not only from my own actions but also from the actions of others. With the knowledge and understanding of these risks, I choose, of my own will and volition, to continue participating in the Fitness Services.

I am also aware that there are risks that I may not have considered, yet I waive my right to any claims that may occur from these unconsidered risks and I choose, of my own will and volition, to participate in the Fitness Services.

COVENANT NOT TO SUE. I will not start any lawsuit or other court action against the Fitness Provider, nor will I join any such proceeding, including any claim for money damages. I acknowledge and agree that I am entering a covenant not to sue the Fitness Provider in any capacity, including to hold the Fitness Provider liable for any injury, loss, or damage sustained by me or my property, even if it is due to the Fitness Provider's negligence or omission. I also waive the right of any of my insurers' to make any such claim.

INDEMNIFICATION: I agree to defend and indemnify the Fitness Provider and any of its affiliates (if applicable) and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to my use or misuse of the Fitness Services or my conduct or actions. I agree that the Fitness Provider shall be able to select its own legal counsel and may participate in its own defense, if desired.

I have read the above Fitness Services Waiver fully and I understand and agree to its contents. I understand and agree that by signing this Fitness Services Waiver I forfeit any right, claim, or ability to hold the Fitness Provider responsible for any tangible or intangible damages, loss of property, or loss of life that may occur during or after my use of the facilities and participation in the Fitness Services.

Client Name

Client Signature

Date

Thank you!