

((305)) FITNESS

Prior to attending a 305 Fitness class, activity, or other program, you (the client) hereby agrees that there are certain inherent risks and dangers in physical activity and in using any equipment associated with 305 Fitness classes and facilities. In consideration of being granted entry to a 305 Fitness class, you acknowledge that you have read, fully understood, and agreed to the following release and waiver of liability:

305 Fitness is an exercise program that requires physical exertion, which may be strenuous and may cause injury. You hereby that it is the client's responsibility to consult with a physician regarding his/her participation in these dance fitness classes prior to any participation. Participation in 305 Fitness carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The classes provided by 305 Fitness, in addition to the payment of any fee or charge, you (the client) hereby (1) AGREE TO ASSUME FULL RESPONSIBILITY FOR ANY AND ALL INJURIES OR DAMAGE WHICH ARE SUSTAINED OR AGGRAVATED BY YOU IN RELATION TO THE CLASSES AND FACILITIES, (2) WAIVE, RELEASE AND FOREVER DISCHARGE 305 FITNESS, ITS OFFICERS, AGENTS, MEMBERS, EMPLOYEES, REPRESENTATIVES, AND ALL OTHERS FROM ANY AND ALL RESPONSIBILITY, CLAIMS, RIGHTS, CAUSES OF ACTION AND/OR LIABILITY FROM INJURIES OR DAMAGES TO YOUR PERSON OR PROPERTY RESULTING FROM YOUR PARTICIPATION IN AND USE OF THE CLASSES AND FACILITIES, AND (3) REPRESENT YOU HAVE NO MEDICAL OR PHYSICAL CONDITION WHICH WOULD PREVENT YOU FROM ATTENDING AND/OR USING ANY OF 305 FITNESS CLASSES AND FACILITIES AND/OR PUT YOU IN ANY PHYSICAL OR MEDICAL DANGER, AND HAVE NOT BEEN INSTRUCTED BY A PHYSICIAN NOT TO DO SO.

305 Fitness hereby advises you that individuals with any chronic disability or condition may be at risk in participating in these classes and are advised against doing so. In addition, if the opinion of 305 Fitness staff you would be at physical risk participating in classes, you will be denied access until you furnish 305 Fitness with an opinion letter from your medical doctor, at your sole cost and expense, specifically addressing 305 Fitness' concerns and stating that such concerns are unfounded. If you decline to obtain such a letter, you will not be permitted to use the classes and/or facilities of 305 Fitness.

Name of Minor: _____

Signature of Minor: _____ Date: _____

The undersigned, on behalf of the participant identified above, acknowledges and agrees to the following conditions: I represent that I am the parent or legal guardian of the Participant named above. I agree that the participant named above and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any class, party, event or other program organized by 305 Fitness. I acknowledge and agree that there are inherent risks associated with physical activity and participation in 305 Fitness classes and activities. Some of these risks cannot be eliminated regardless of the care taken to avoid injuries. Risks vary but range from 1) minor injuries such as scratches and sprains 2) major injuries such as eye injury or joint or back injury, heart attacks, concussions and 3) catastrophic injuries including paralysis and death.

I, representing myself and the minor named above, knowingly, voluntarily, and expressly waive, on behalf of myself, my heirs, guardians, parents, and/or legal representatives, all claims I may have against 305 Fitness and the authorized instructors for all injury or damages of any nature whatsoever that I or the participant named above may sustain as a result of my and/or his/her participation in 305 Fitness dance/fitness classes. Accordingly, I hereby fully and forever release, waive, discharge, and covenant not to sue 305 Fitness or the authorized instructors for any such injury or death caused by these instructors or any third parties involved in the dance/fitness classes.

I also agree to indemnify and hold 305 Fitness harmless from any and all claims, actions, suits, proedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of the participant's (as named above) involvement in 305 Fitness dance/fitness classes and to reimburse them for any such expenses incurred. The term of this waiver is indefinite, unless withdrawn by the parent/guardian of a minor under 18.

Printed Name of Parent/Guardian: _____

Signature: _____ Date: _____