

ONLINE FITNESS CLASS WAIVER, RELEASE, AND ASSUMPTION OF RISK

PLEASE READ CAREFULLY BEFORE PARTICIPATING

Acknowledgment and Assumption of Risk

By agreeing to these terms, you acknowledge and agree to the following:

1. NATURE OF ONLINE FITNESS ACTIVITIES

You understand that participation in online fitness classes involves physical exertion and carries inherent risks, including but not limited to:

- Muscle strains, sprains and injuries
- Cardiovascular stress or complications
- Slip, trip and fall hazards in your own environment
- Equipment-related injuries
- Aggravation of pre-existing conditions
- In rare cases, heart attack, stroke or death

2. VOLUNTARY PARTICIPATION

You are voluntarily participating in these online fitness classes with full knowledge of the risks involved. You understand that it is your responsibility to:

- Consult with a physician before beginning any exercise program
- Ensure your physical environment is safe and appropriate for exercise
- Use proper equipment and modify exercises as needed for your fitness level
- Stop exercising immediately if you experience pain, dizziness, nausea or discomfort

3. PHYSICAL CONDITION AND MEDICAL CLEARANCE

You certify that:

- You are in good physical condition and have no medical conditions that would prevent safe participation
- You have consulted with a healthcare provider if you have any pre-existing medical conditions, injuries or concerns
- You will inform the instructor of any health conditions, injuries or limitations that may affect your participation
- You understand the instructor cannot see your full environment or physical condition through virtual instruction

4. LIMITATIONS OF VIRTUAL INSTRUCTION

You acknowledge that:

- The instructor cannot physically observe your form, technique or environment as they would in person
- Technical difficulties (internet connectivity, video quality) may occur and affect instruction quality
- You are responsible for ensuring you understand exercises before attempting them
- You may request modifications or clarification at any time
- The instructor's ability to provide real-time corrections is limited in a virtual format

5. ENVIRONMENTAL SAFETY

You confirm that:

- You have adequate space free from obstacles, hazards and tripping risks
- Your exercise surface is appropriate (non-slip, stable, level)
- You have proper ventilation and lighting
- Any equipment you use is in good working condition
- Children, pets and other distractions are managed appropriately
- You are responsible for your own safety in your chosen exercise location

Release and Waiver of Liability

6. RELEASE OF LIABILITY

You hereby RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE Susan Cashdollar/Gym Crasher, its owners, instructors, employees, agents and representatives (collectively "Released Parties") from any and all liability, claims, demands, actions or causes of action arising out of or related to any loss, damage, injury or death that may be sustained by you while participating in online fitness classes, whether caused by the negligence of the Released Parties or otherwise.

7. INDEMNIFICATION

You agree to INDEMNIFY and HOLD HARMLESS the Released Parties from any loss, liability, damage, cost, or expense (including attorney's fees) that they may incur due to your participation in online fitness classes, whether caused by the negligence of the Released Parties or otherwise.

8. THIRD-PARTY CLAIMS

You understand and agree that this waiver extends to any claims that may be brought by third parties (including family members, heirs or estate representatives) on your behalf.

Additional Terms

9. MEDIA RELEASE

By participating, you grant permission for Susan Cashdollar/Gym Crasher to use photographs, video recordings or other media of your participation in classes for promotional, educational or commercial purposes without compensation. If you do not agree to this media release, please email susancashdollar@gmail.com to opt out.

10. INTELLECTUAL PROPERTY

You understand that all class content, including but not limited to workout routines, instructional materials and recorded sessions, is the intellectual property of Susan Cashdollar/Gym Crasher and may not be reproduced, distributed or shared without written permission.

11. CANCELLATION AND REFUND POLICY

You have read and agree to the cancellation and refund policy as stated on the website.

12. NO GUARANTEES

You understand that Susan Cashdollar/Gym Crasher makes no guarantees regarding specific fitness results, weight loss or health outcomes from participation in these classes.

13. PARTICIPANTS UNDER 18

If you are under 18 years of age, a parent or legal guardian must review and agree to these terms on your behalf before you may participate.

14. SEVERABILITY

You understand that if any portion of this agreement is held invalid, the remaining portions shall continue in full legal force and effect.

15. GOVERNING LAW

This agreement shall be governed by the laws of New York and any disputes shall be resolved in the courts of Queens County, New York.

Agreement

BY CHECKING THE BOX BELOW AND PROCEEDING WITH REGISTRATION, YOU ACKNOWLEDGE THAT:

- You have read this waiver and release in its entirety
- You fully understand its terms
- You understand that you have given up substantial rights by agreeing to it
- You agree freely and voluntarily without any inducement

- Your electronic acceptance constitutes a legally binding agreement
- This waiver is valid for the duration of your participation in Susan Cashdollar/Gym Crasher online fitness classes

IMPORTANT LEGAL NOTICE

This document affects your legal rights. You may wish to consult with an attorney before agreeing. By accepting these terms, you are waiving certain legal rights including the right to sue for injuries or damages.

Susan Cashdollar/Gym Crasher

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