

ASSUMPTION OF RISK AND LIABILITY WAIVER FOR ONLINE GROUP FITNESS CLASSES

This Assumption of Risk and Liability Waiver (the "Agreement") is entered into by the undersigned ("Client") in favor of [Catherine Dominick Cunningham] (the "Trainer") and their affiliated entities, including any agents, employees, or contractors associated with the Trainer's online group fitness classes.

1. Acknowledgment of Risk

I, the undersigned Client, understand that participating in an online group fitness class involves inherent risks of injury. These risks may include but are not limited to, strains, sprains, injuries to muscles or joints, heart-related issues, and other physical or medical conditions that may result from engaging in fitness activities.

I acknowledge that it is my responsibility to consult with a physician before beginning any exercise program, including the online group fitness class, especially if I have any pre-existing health conditions, injuries, or concerns. I affirm that I am physically capable of participating in the online group fitness classes.

2. Release of Liability

By signing below, I voluntarily agree to assume all risks, whether known or unknown, associated with my participation in the online group fitness classes. I release the Trainer from any liability, claims, demands, or causes of action that may arise from my participation in the online group fitness program, including any injury, loss, or damage to myself or others.

I understand that the Trainer is not physically present with me during the class and cannot provide in-person supervision or hands-on assistance. I further acknowledge that the Trainer is not liable for any injuries that may result from my failure to follow instructions properly, not adjusting exercises based on my physical condition, or performing exercises in an unsafe manner.

3. Group Setting and Virtual Format

I understand that the online group fitness class will be conducted virtually, meaning the Trainer will not be able to provide individual attention or monitor my form as closely as in-person sessions. I acknowledge that it is my responsibility to ensure that I am performing exercises safely, at my own pace, and within my physical limits. I also understand that I will be participating in a group setting, and the class may involve participants of varying skill levels.

4. Health Condition Disclosure

I agree to disclose any medical conditions, injuries, or health problems that may affect my ability to safely participate in the online group fitness class. I understand that failure to provide accurate health information may increase the risk of injury.

5. Emergency Medical Treatment

In the event of an emergency, I give permission for emergency medical treatment to be administered to me if necessary.

6. Indemnity Agreement

I agree to indemnify and hold harmless the Trainer and any affiliates from any claims, damages, or expenses, including attorney's fees, arising out of my participation in the online group fitness class.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [State/Country], without regard to its conflicts of laws principles.

8. Acknowledgment of Understanding

By signing below, I acknowledge that I have read and understood this Agreement, and I voluntarily agree to its terms. I am aware of the risks involved and consent to participate in the online group fitness class program.

Client Information:

Name: _____

Email: _____

Phone: _____

Date: _____

Signature: _____

(If signing electronically, by typing your name, you acknowledge and agree to the terms outlined above.)