



## LIABILITY WAIVER

IN ACKNOWLEDGEMENT OF the risk of injury that exists while participating in virtual group or individual fitness classes/personal training/stretch and relaxation sessions by Athanda Stretch & Strength/Telisha Smith-Gorvie (hereinafter the “**Activity**”); and

IN CONSIDERATION OF my participation in the Activity, I hereby agree to the following:

I, for myself, my heirs, executors, administrators, assigns or personal representatives (hereinafter collectively, “Releasor”, “I” or “me”), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I release and forever discharge Athanda Stretch & Strength /Telisha Smith-Gorvie, their affiliates, volunteers, heirs, representatives, predecessors, successors and assigns (collectively “Releasees”), from any physical or psychological injury that I may suffer as a direct result of my participation in the Activity.

IT IS FURTHER UNDERSTOOD AND AGREED that I am voluntarily participating in the Activity and I am participating in the Activity at my own risk. I am aware of the risks associated with participating in the Activity, which may include but are not limited to: physical injury, strain, discomfort, psychological injury, and the possibility of serious injury or death. I assume all risks and responsibility for any injuries or other medical or psychological incidents. I assume all related risks, both known and unknown to me, of my participation in the Activity.

I REPRESENT that I am physically fit to participate in physical exercise. I have no medical condition that would prevent my safe participation in the Activity. If I have any medical conditions or concerns, I have consulted with a healthcare provider and obtained clearance to participate in the Activity. I have completed the PAR-Q+ and any other health history form accurately and completely. If during the Program, my medical condition or applicable health should change, I will notify Athanda Stretch & Strength /Telisha Smith-Gorvie prior to further participation. I acknowledge that I have either had a physical exam and have been given my physician's permission to participate or I have decided to participate without approval of my physician.

I UNDERSTAND that Athanda Stretch & Strength /Telisha Smith-Gorvie will store any medical or health information I provide in secure, encrypted cloud storage. There are risks inherent to all electronic communications, and thus it is impossible to guarantee data security from unauthorized access by third parties.

I AGREE to abide by all rules, regulations, and policies of Athanda Stretch & Strength /Telisha Smith-Gorvie.

I FURTHER AGREE to indemnify, defend and hold harmless Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and related costs, whether caused by the negligence of the Provider or otherwise.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for error, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. I agree to assume all costs involved in physical or physiological injury and agree to be financially responsible for any costs incurred as a result of treatment.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry potential injury or death. I agree to not participate in the Activity unless I am medically able and agree to abide by the decision of Athanda Stretch & Strength / TELISHA SMITH-GORVIE regarding my approval to participate.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Athanda Stretch & Strength / TELISHA SMITH-GORVIE AND RELEASEES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING LEGAL ACTION AGAINST Athanda Stretch & Strength / TELISHA SMITH-GORVIE FOR PERSONAL INJURY OR PROPERTY DAMAGE.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND SUBSEQUENT EVENTS OF PARTICIPATION.

Name:

Signature:

Date: