

This waiver and release of liability (the “Waiver”) is entered into by the undersigned (the “Participant”) as a condition of participation in any activities, programs, or use of facilities (collectively, the “Activities”) at Carpe Diem Fitness 9 The Courtyard, Ugstonrigg, Haddington EH41 3SU] (the “Studio”). By signing this Waiver, the Participant agrees to the following terms:

1. ACKNOWLEDGMENT OF RISKS

The Participant acknowledges that engaging in physical exercise and fitness activities involves inherent risks, including but not limited to injuries, illnesses, and other health-related complications. The Participant voluntarily assumes all risks associated with participation in the Activities at the Studio.

2. MEDICAL ACKNOWLEDGMENT

The Participant understands and agrees that:

a. It is their sole responsibility to consult with a licensed physician or healthcare provider before engaging in any fitness program, particularly if they have a history of health concerns, including but not limited to:

• Heart conditions

• High blood pressure

• Respiratory issues

• Injuries or chronic pain

• Other physical or medical conditions that may be aggravated by exercise

b. The Studio and its staff are not medical professionals and do not provide medical advice, diagnosis, or treatment.

c. Participation in the Activities without consulting a healthcare provider is done at the Participant’s own risk.

3. RELEASE OF LIABILITY

The Participant releases, waives, and discharges Carpe Diem Fitness, its owners, employees, agents, and representatives (collectively, the “Released Parties”) from any and all liability, claims, demands, actions, or causes of action arising out of or related to:

• Injuries or damages sustained during participation in the Activities

• Medical conditions or complications resulting from participation

• Negligence by the Released Parties, except where prohibited by law

The Participant further agrees to indemnify and hold harmless the Released Parties from any claims or liabilities arising from their participation.

4. ASSUMPTION OF RESPONSIBILITY

The Participant confirms that they:

• Are voluntarily participating in the Activities

• Are in good physical condition to participate

• Will immediately stop any activity if they feel discomfort or believe it may pose a risk to their health

5. MEDIA RELEASE

The Participant grants the Studio permission to use any photographs, videos, or media captured during participation for promotional or marketing purposes, unless opted out in writing.

6. GENERAL PROVISIONS

• This Waiver is binding on the Participant and their heirs, legal representatives, and assigns.

• If any provision of this Waiver is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS OF THIS WAIVER. I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS AND ASSUMING FULL RESPONSIBILITY FOR MY PARTICIPATION IN ACTIVITIES AT THE STUDIO