

Waiver & Health Info

Ellie Grace LLC DBA Drop Fitness

4725 District BLVD Suite 4 Bakersfield, CA 93313

Name: _____ Email: _____

Address: _____ City, State, Zip: _____

Date of Birth: _____ Home Ph #: _____ Cell Ph #: _____

In an emergency, I would like Drop Fitness to Call: _____ Phone# _____

Are you in good enough health to be performing high intensity workouts? ___ Yes ___ No

Do you suffer from any injuries that Drop Fitness should be aware of? _____

Photography/Video Release

Participants involved in any activities offered by Drop Fitness may be photographed or videotaped during training either directly or indirectly. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the Drop Fitness website or in any editorial, promotional or advertising material produced and/or published by Drop Fitness. **Initials:** _____

Waiver and Release of Liability

Express assumption of risk: I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. These risks include, but are not limited to: falls which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains; illness from coming into contact with infectious diseases. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at, or under direction of Drop Fitness. **Initials:** _____

COVID-19: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is **extremely contagious** and is believed to spread mainly from person-to-person contact. You are encouraged to maintain social distancing, follow posted established cleaning protocols including entering and exiting the gym. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by entering Drop Fitness and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the Drop Fitness facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19. **Initials:** _____

Indemnification: The participant recognizes that there is risk involved in the types of activities offered by Drop Fitness. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Drop Fitness, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by Drop Fitness, at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by Drop Fitness including working out at home. **Initials:** _____

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights. In consideration of participating in Drop Fitness activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Ellie Grace LLC its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releases"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate.

SIGNATURE: _____

Printed Name of Participant: _____ Date: _____

If the participant is under the age of 18,

Signature of Parent/Guardian: _____ Print Name: _____ Date: _____

