

## Liability Waiver/ Informed Consent for Physical Activity – Compliments LLC (Allen Studio)

I hereby voluntarily consent to engage in a physical activity/ fitness related program. I understand that the fitness activities will involve progressive stages of increasing efforts. I understand that during the activity I may be encouraged to work at sub-maximum effort and that at any time I may terminate participation for any reason. In consideration of being allowed to participate in any physical activity, I agree to assume all risks of injury, on or off class site premises as a result from engaging in any physical activity or fitness program, and hereby release and hold harmless Andrea Stewart, Compliments LLC and their agents and employees, their organizational members, their contract instructors/trainers/consultants, site/ facility owner and their agents and employees from any and all health claims, suit, losses, or causes of action for damages, injury or death, including claims for negligence, arising out of or related to my participation.

I understand that the instructor/trainer will make no evaluation or recommendations as to whether or not I am capable or deemed physically fit to engage in any activity and that it is my responsibility to consult my physician and/or obtain a physician's release for participation if I may have a condition that may impair my ability to engage in any of the activities, which includes if I am pregnant or less than 12 weeks postpartum. I understand that I am responsible for monitoring my own condition (and the condition and behavior of my child/children, if applicable), and should any unusual symptoms occur, I will cease participation and inform the instructor/ trainer of the symptoms and should seek immediate medical attention as I deem necessary. Unusual symptoms include, but are not limited to: chest discomfort, nausea, difficulty in breathing, and joint or muscle pain/ injury.

- Class Passes give participants the flexibility to purchase a block of classes/days at a reduced rate "per class" as opposed to the "drop-in" fee per class/day. The more classes you purchase per class pass, the lower the per class rate. At the time of purchase, clients must indicate classes/days of anticipated attendance to reserve their space in class, avoid overbooking on any particular day and for us to maximize space available for purchase in an effort to keep pass rates competitively low (\$4-\$8.75 per class).
- Passes cannot be cancelled and have an expiration date. Passes are transferable to another person. There are **no refunds, expiration extensions or credits** extended for classes missed by participants. Based on availability, participants may be able to drop in another class/day to make-up a missed class, however, space is not guaranteed for participant make-ups. Priority for space is given to participants that have a valid purchased pass reserving space for that class & day, their confirmed guests and 1st time trial participants that have RSVP. In case of emergencies, travel or injury/illness, causing three or more classes to be missed in a row, pass expiration dates may be extended (max 30 days) – subject to advance/early notification, verification & approval. Current clients will receive an automatic invoice for renewal to secure their space in classes – renewals may be pro-rated to expire on 1<sup>st</sup> or 15<sup>th</sup>. Expired passes are subject to being filled by new registrants.
- "Drop-in" and "Pay-at-Door" without registering is available on a first-come basis and subject to space availability. Space is guaranteed for participants that have a class pass. However, the courtesy of advanced notification cannot be extended to participants should there be a change in class status if a participant chooses not to register in advance.
- Cash or Checks are accepted on-site. Credit/Debit cards and electronic check/bank transfers are accepted online for registration payments. There is a \$10 fee for returned checks.
- Every effort is made to conduct classes as scheduled. Should no participants show up for a class within 10-minutes of scheduled start time, instructor will be excused and class will be cancelled. Ongoing classes may be cancelled should there be less than ten registered participant/reserved spaces for the class. Classes may also be cancelled due to holiday closings, inclement weather closings, instructor illness, etc. Cancellations are typically communicated via studio signage & website and if possible via monthly newsletter, text messaging & email. Class expiration dates will be adjusted or credits will be extended if the minimum # of classes do not occur as applicable within a 30-day or 60-day pass due to holiday closings or cancellations.

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Please **PRINT** Participant's Full Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

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Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

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Mobile # : \_\_\_\_\_ or Home #: \_\_\_\_\_

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Emergency Contact Name \_\_\_\_\_ Emergency Contact Phone # \_\_\_\_\_

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Birthday (Mo/Day) \_\_\_\_\_ Email Address \_\_\_\_\_ Email Newsletter? \_\_\_\_\_

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Pregnant? \_\_\_ Yes \_\_\_ No If yes, how many weeks? \_\_\_\_\_ Post-partum? \_\_\_ 6 weeks to 3 months \_\_\_ 3 to 6 months

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Injuries/ Physical Limitations: \_\_\_\_\_

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How did you hear about us?/ Referred By: \_\_\_\_\_