

ONE Fitness and Wellness LLC Fitness Class Waiver Release Form

I accept this waiver as it applies to each class offered through ONE Fitness and Wellness LLC, including in-person classes, as well as any virtual classes.

I understand that fitness classes include physical movements as well as an opportunity for relaxation and relief of muscular tension. As is the case with any physical activity, the risk of injury, even serious or disabling, is always present and cannot be entirely eliminated. If I experience any pain, difficulty breathing, discomfort, nausea, dizziness or other concerning symptoms, I will listen to my body, discontinue the activity immediately, and ask for support from the instructor and/or a licensed medical provider. I am responsible for exercising within my limits and I assume full responsibility for any and all damages, which may incur through participation. To the extent permitted by law, ONE Fitness and Wellness LLC and its affiliates disclaim any and all liability in connection with exercise, physical activity and relief of muscle tension during any and all classes offered by ONE Fitness and Wellness LLC, whether they are in-person at the Town of Queensbury sites, on location or virtual classes.

I acknowledge that fitness classes are not recommended and are not safe with certain medical conditions. By signing, I affirm that a licensed medical provider has verified my good health and physical condition to participate in a fitness program. In addition, I will make the instructor aware of any medical conditions or physical limitations before class. I agree to follow any advice given by my licensed medical provider regarding physical activity. If I am pregnant, become pregnant or I am post-natal or post-surgical, my signature verifies that I have my licensed medical provider's approval to participate. I also affirm that I alone am responsible to decide whether to participate in fitness classes. I affirm my participation is at my own risk.

I acknowledge ONE Fitness and Wellness LLC offers events, including workshops, classes, challenges and coaching on other forms of wellness, including but not limited to general health, nutrition, sleep, connection, meditation, and related topics. I am solely responsible for my participation in these events. I understand that any advice from my licensed medical provider, or other provider / specialist to whom I have been referred, supersedes any education, advice or recommendations received through ONE Fitness and Wellness LLC. Additionally, if events are led by someone other than ONE Fitness and Wellness LLC staff, I acknowledge the advice and opinions are their own, and not necessarily those of the owners nor staff of ONE Fitness and Wellness LLC.

I hereby agree to irrevocably release and waive any claims that I have now or may have hereafter against ONE Fitness and Wellness LLC and its owner, employees, instructors or the Town of Queensbury.

Furthermore, I understand ONE Fitness and Wellness LLC has a non-solicitation policy. In this case, solicitation includes canvassing; soliciting or seeking to obtain membership in or support for any organization; requesting contributions; peddling or otherwise selling, purchasing or offering goods and/or services for sale or purchase; distributing advertising materials, product samples or engaging in any other conduct relating to any outside business interests or for profit or personal economic benefit, on ONE Fitness and Wellness LLC's property. Solicitation performed through verbal, written or electronic means are covered by this non-solicitation policy.

ONE Fitness and Wellness LLC may photograph, video-record or audio-record part or all of the classes, events and workshops. It is possible you will be photographed, video and/or audio recorded. By signing this waiver, I acknowledge and accept this. Furthermore, ONE Fitness and Wellness LLC may use your likeness, image, voice and name in connection with the classes, events and workshops and the advertising or promotion of ONE Fitness and Wellness LLC.

I have read and fully understand and agree to the above terms of this Liability Waiver Agreement. I am signing this agreement voluntarily and recognize that my signature serves as complete and unconditional release of all liability to the greatest extent allowed by law in the State of New York.

Print Name

Signature

Date