

## Fuel PHitness Waiver

In consideration of my use of the exercise equipment and facilities provided by Fuel PHitness, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the company and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the company.

**Liability Release;** By execution of this agreement, I acknowledge and fully understand that I will be engaging in activities that involve risk or serious injury, which may include permanent disability or death. I assume responsibility for all risks of injury, including death, which may occur in connection with my participation in activities virtually and in person while training at Fuel PHitness. I release, waive, discharge and agree not to sue Carina Reid, employees or Fuel PHitness for demands, losses, or damages on account of any bodily injury, death or property damage caused or alleged to be caused in whole or in part by Carina Reid, employees or Fuel PHitness or any other parties actions, inaction, or otherwise. I also agree to indemnify Carina Reid, employees or Fuel PHitness from any and all third party claims caused in whole or in part by my actions. This release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.

**On Camera Release;** I accept that while in the Fuel PHitness studios I may be subject to being on camera or video recording. By execution of this agreement I acknowledge this.

**Covid Release;** I am aware that I could be infected, seriously injured or even die due to covid-19. By attending Fuel PHitness studios I am voluntarily participating and agree to assume all risks related.

*If I have a cough, fever, or symptoms of COVID-19, I will not come to the studio until you are symptom free for a week.*

*If I have tested positive for COVID-19, or have knowingly come into close contact with someone who has, I will not come to the studio for 14 days or until I've tested negative for COVID-19.*

*We are following CDC guidelines and the directives of the Santa Cruz Department of Public Health to make sure we are doing our part to protect you. At current, there are social distancing requirements and masks required in doors, yes even while exercising. If we are outside you do not need to wear a mask.*

**Cancellation Policy In studio participation;** I agree that by participating at the Fuel PHitness studio I am subject to a cancellation fee. This fee will be applied if I cancel less than two hours prior to a class that I have registered for. I understand that the fee is \$15. This policy does not apply to virtual participation.\*\*\*

**Cancellation Policy Personal Training;** We require 24 hours notice prior to a session cancellation. If you are unable to cancel within this time frame the session must still be paid in full. These policies do not include Programming and group training. \*\*\*

\*\*\*If you are experiencing extenuating circumstances such as a serious illness or family bereavement please notify us and all fees will be waived.

**Refunds Policy; Fuel PHitness does not allow refunds. All sales are final. If you are experiencing extenuating circumstances such as a serious illness or family bereavement please notify us. I agree that the terms of release and indemnity contained herein are intended to be as broad and inclusive as permitted by law. Any provision or portion of this waiver, release, and indemnity agreement found to be invalid by courts having jurisdiction shall be invalid only with respect to such provision or portion.**

**I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY WITH FULL KNOWLEDGE OF ITS CONTENT.**



X \_\_\_\_\_



# Signature Certificate

Document name: Fuel PHitness Waiver

Unique Document ID: 77A359CE5B1111533D00BABFD321976811B92568



### Timestamp

October 27, 2022 12:11 pm PST

### Audit

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.