

**Assumption of the Risk and Waiver of Liability Relating to Coronavirus/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. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Breathe Fitness LLC have put in place preventative measures to reduce the spread of COVID-19; however, Breathe Fitness LLC cannot guarantee that you or your child(ren)will not become infected with COVID-19. Further, attending classes/training run by Breathe Fitness LLC could increase your risk and your child(ren)’s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending classes/training run by Breathe Fitness LLC, and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I understand that the risk of becoming exposed to or infected by COVID-19 while training/participating in classes run by Breathe Fitness LLC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Breathe Fitness LLC employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at training/classes or participation in training/classes programming run by Breathe Fitness LLC.

On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Breathe Fitness LLC, their employees, agents, and representatives, of and from all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Breathe Fitness LLC, their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any fitness program.

Due to the COVID-19 Pandemic, I am taking extra precautions with the intake of each client. *If you have any symptoms of COVID-19, have been in a high-risk area (and have not quarantined for at least 14 days), have recently been exposed to anyone with Covid-19, I ask that you please stay home. Symptoms may include: fever, fatigue, dry cough, difficulty breathing, sore throat and/or loss of smell or taste.*

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, accept the following affirmations when training with Breathe Fitness LLC.

* I understand the above symptoms and affirm that I, as well as all members of my family, do not currently have nor experienced COVID-19 symptoms within the last 14 days.
* I affirm that I, as well as all members of my household, have not been diagnosed with COVID-19 within the last 14 days.
* I affirm to my knowledge; I have not been in contact with anyone who has been diagnosed with COVID-19.
* I affirm that if I traveled outside the US in the last month or to a “high-risk” state in the U.S. affected by Covid-19, I isolated in my home for at least 14 days upon my return.
* I understand that this business, Breathe Fitness LLC cannot be held liable should I experience exposure to the virus or any other contagion as a result of providing misinformation on this form.

By signing this form, I acknowledge the above to be true and the risks involved and do not hold Breathe Fitness or Paula Grant responsible should I contract any contagion.

Name of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Minor Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Parent/Guardian (print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



**Breathe Fitness LLC
Release of Liability
and Assumption of Risk Agreement**

 Through the purchase of a Pilates/training session(s) or group exercise class(es), I have agreed voluntarily to participate in an exercise program, including, but not limited to: Pilates, strength training, flexibility development, yoga and aerobic exercise, under the guidance of **BREATHE FITNESS LLC**. I hereby stipulate and agree that I am physically and mentally sound and currently have no physical conditions that would be aggravated by my involvement in an exercise program. I acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise and use of exercise equipment. I have provided verification from a licensed physician that I am able to participate in a general fitness-training regimen, or have decided to participate in the exercise activities, programs and use of equipment without the approval of my physician and consequently hereby assume all responsibility from my participation in said activities, programs and use of equipment. Just because **BREATHE FITNESS LLC** may provide and/or maintain an exercise/fitness program for me does not constitute an acknowledgement, representation or indication of my physiological well-being or a medical opinion relating thereto.

 I understand and am aware that physical-fitness activities, including the use of equipment, are potentially hazardous activities. I am aware that participating in these types of activities, even when completed properly, can be dangerous. I am aware that potential risks and injuries associated with these types of activities include, but are not limited to: death, fainting, disorders in heartbeat, serious neck and spinal injuries that may result in complete or partial paralysis or brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the musculoskeletal system, and serious injury or impairment to other aspects of my body, general health and well-being.

I understand that I am responsible for my own medical insurance and will maintain that insurance throughout my entire period of participation with **BREATHE FITNESS LLC**. I will assume any additional expenses incurred that go beyond my health coverage. I will notify the **BREATHE FITNESS LLC** of any significant injury, illness or health problem that may require medical attention. I hereby consent to first aid, emergency medical care and admission to an accredited hospital or an emergency care center when necessary for executing such care and for treatment of injuries that I may sustain while participating in a fitness-training program.

Either **BREATHE FITNESS LLC** or I will provide the equipment to be used in connection with my workouts, including, but not limited to, benches, dumbbells, barbells, exercise balls and bands, boxing equipment, balance boards and similar items. I represent and warrant any and all equipment I provide for training sessions is for personal use only. **BREATHE FITNESS LLC** has not inspected my equipment and has no knowledge of its condition. I understand that I take sole responsibility for my equipment. I acknowledge that although **BREATHE FITNESS LLC** takes precautions to maintain the equipment, any equipment may malfunction and/or cause potential injuries, I take sole responsibility to inspect any and all of my or **BREATHE FITNESS LLC’s** equipment prior to use. I also agree to follow the verbal instructions issued by the trainer. I take full responsibility for my well-being when exercising outdoors and in any public areas with **BREATHE FITNESS LLC.**

 Although **BREATHE FITNESS LLC** will take precautions to ensure my safety, I expressly assume and accept sole responsibility for my safety and for any and all injuries that may occur. In consideration of being allowed to participate in the personal fitness training activities of **BREATHE FITNESS LLC**, I, for myself and for my executors, administrators, and assigns, do hereby forever waive, release and discharge any and all claims against **BREATHE FITNESS LLC** and any of its staff, officers, officials, volunteers, sponsors, agents, representatives, executors, successors, assigns and all others acting on its behalf, and agree to hold them harmless from any claims or losses, including but not limited to claims for any negligent act or omission, resulting in any injuries or expenses that I may incur while exercising or using any equipment at various sites, including home, or while traveling to and from training sessions. These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted with **BREATHE FITNESS LLC**.

 I represent and warrant I am signing this agreement freely and willfully and not under fraud or duress.

HAVING READ THEABOVE TERMS AND INTENDING TO BE LEGALLY BOUND HEREBY AND UNDERSTANDING THIS DOCUMENT TO BE A COMPLETE WAIVER AND DISCLAIMER IN FAVOR OF **BREATHE FITNESS LLC**. REGISTRATION, PAYMENT AND/OR MY SIGNATURE BELOW CONFIRMS THAT I HAVE AGREED TO THESE TERMS AND CONDITIONS.

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Print name Signature Date

**CPY Inc. dba Morina Pilates and Yoga**

**Assumption of the Risk and Waiver of Liability Relating to Coronavirus/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. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups.

CPY Inc. dba Morina Pilates and Yoga has put in place preventative measures to reduce the spread of COVID-19; however, CPY Inc. dba Morina Pilates and Yoga cannot guarantee that you or your child(ren)will not become infected with COVID-19. Further, attending classes/training run by CPY Inc. dba Morina Pilates and Yoga could increase your risk and your child(ren)’s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending classes/training run by CPY Inc. dba Morina Pilates and Yoga, and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I understand that the risk of becoming exposed to or infected by COVID-19 while training/participating in classes run by CPY Inc. dba Morina Pilates and Yoga may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Breathe CPY Inc. dba Morina Pilates and Yoga employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at training/classes or participation in training/classes programming run by Breathe Fitness LLC.

On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless CPY Inc. dba Morina Pilates and Yoga, their employees, agents, and representatives, of and from all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I understand and agree that this release includes any claims based on the actions, omissions, or negligence of CPY Inc. dba Morina Pilates and Yoga, their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any fitness program.

Due to the COVID-19 Pandemic, I am taking extra precautions with the intake of each client. If you have any symptoms of COVID-19, I ask that you please stay home. Symptoms may include fever, fatigue, dry cough, difficulty breathing, sore throat and/or loss of smell or taste.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, accept the following affirmations when training with CPY Inc. dba Morina Pilates and Yoga

* I understand the above symptoms and affirm that I, as well as all members of my family, do not currently have nor experienced COVID-19 symptoms within the last 14 days.

* I affirm that I, as well as all members of my household, have not been diagnosed with COVID-19 within the last 14 days.

* I affirm to my knowledge; I have not been in contact with anyone who has been diagnosed with COVID-19.

* I affirm that if I traveled outside the US in the last month, I isolated in my home for 14 days upon my return.

I understand that this business, CPY Inc. dba Morina Pilates and Yoga cannot be held liable should I experience exposure to the virus or any other contagion as a result of providing misinformation on this form.

By signing this form, I acknowledge the above to be true and the risks involved and do not hold CPY Inc. dba Morina Pilates and Yoga responsible should I contract any contagion.

Name of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Minor Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Parent/Guardian (print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Parent/Guardian \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_