

## **ROSE FROM CONCRETE**

### **LIABILITY WAIVER**

1. I understand there is an inherent risk associated with any exercise program including my voluntary participation in any pole or dance remote location, online and/ or in-house studio that may result in injury. The exercises related to any sessions provided will challenge my cardio-respiratory and musculoskeletal systems associated with; the aerobic, anaerobic, strength, power, agility, flexibility and breathing components of the program. I understand and am aware that the components of exercise/pole are potentially hazardous activities and may cause injury.
2. I will take responsibility for knowing my own limitations and decide if these directions are good for me, individually. I also understand that an online the teacher cannot watch me individually the same way a teacher can in a in house studio or remote class and I take responsibility for my movement choices.
3. I acknowledge that I have either had a physical examination and/or have been given permission from my physician to participate in a pole or fitness based exercise program or that I have decided to participate in an exercise program voluntarily and without the approval of my physician and do hereby assume all responsibility for my participation in any exercise or activity associated with Rose From Concrete.
4. I agree to observe and obey all posted rules and warnings, and further agree to follow any written or oral instructions or directions given by Rose From Concrete, its teachers, employees, or agents. I understand that Rose From Concrete reserves the right to ask me to leave and to remove me, without any refund, if I do not follow any instructions or directions given by Rose From Concrete.
5. I certify that I am physically well and suffering from no medical problems, conditions, impairments, diseases, or any other illness that would prevent my participation or increase my risk of injury and/or illness as a result of partaking in any exercise/pole program.
6. I, my heirs, or legal representatives, do hereby waive and release and agree not to sue Rose From Concrete , its teachers, assistants and employees of any and all liability and responsibility from injury, accident, illness, death, legal and medical fees sustained now or in the future resulting from my participation in any activity or use of equipment.
7. I agree to indemnify and defend Rose From Concrete, its teachers, assistants and employees against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my participation in the activities and use of the property of or presence upon the facilities of Rose From Concrete . I agree to pay for all damages to the property or facilities of Rose From Concrete caused by my negligent, reckless or willful actions.
8. I agree that Rose From Concrete is in no way responsible for the loss or damage of any of my belongings while I attend class.
9. I hereby give my consent to doctor of medicine or dentistry or associated personnel to provide me with emergency medical assistance and/or treatment and agree to be financially responsible for the cost of such assistance and/or treatment.

10. I agree to allow Rose From Concrete to use my name and likeness in a photo or on videotape, if any, for promotional purposes or media releases.
11. Any legal or equitable claim that may arise from participation in the above shall be resolved under the laws of the State of Georgia and I agree that all legal proceedings relating to any dispute or claim arising out of this Waiver or my participation in the above activity shall take place only in Dekalb County, Georgia unless otherwise specified.
12. I would like to be added to the Rose From Concrete student email list.

## **CANCELLATION POLICY**

1. Cancellation of Remote or Face to Face Training Sessions – As a Client, you may cancel remote or face to face training sessions up to 12 hours before your Remote Training or Face to Face session (the “Cancellation Period”).
2. Cancellation within the Cancellation Period – If you cancel a Remote Training or Face to Face session during the Cancellation Period, your account will not be charged for the amount of the cancelled Remote Training Session.
3. Cancellation outside of the Cancellation Period – If you cancel a Remote Training Session outside of the Cancellation Period, you will not receive a refund or credit. At our sole discretion, we may decide to credit your account, in whole or in part, for the cost of the cancelled Remote Training Session.
3. Cancellation by Rose From Concrete – If a Remote Training Session is canceled by your fitness professional, your account will be credited for the full amount of the cancelled Remote Training Session.

I hereby release and agree to hold ( Rose From Concrete ) harmless from any causes of action, claims, demands, damages, costs, expenses and compensation for damage to myself that may be caused by any act, or failure to act, or that may otherwise arise in any way with any services received. I understand that this release discharges the aforementioned from any liability with respect to bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received. This liability waiver and release extends to all owners, partners, and employees

## **COVID-19 DISCLOSURE**

I attest that:

\* I am not experiencing any symptom of illness such as cough, shortness of breath, difficulty breathing, fever, chills, muscle pain, headache, sore throat, or new loss of taste or smell.

\* I have not traveled internationally within the last 14 days.

\* I have not traveled to a highly impacted area within the United States in the last 14 days.

\* I do not believe I have been exposed to someone with a suspected and/or confirmed case of COVID-19.

\* I have not been diagnosed with Coronavirus/Covid-19 by state or local public health

authorities.

\* I am following all CDC recommended guidelines as much as possible, including limiting any purposeful exposure to COVID-19.

I hereby release and agree to hold ( Rose From Concrete ) harmless from any causes of action, claims, demands, damages, costs, expenses and compensation for damage to myself that may be caused by any act, or failure to act, or that may otherwise arise in any way with any services received. I understand that this release discharges the aforementioned from any liability with respect to bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received. This liability waiver and release extends to all owners, partners, and employees.

Signature X \_\_\_\_\_ Date X \_\_\_\_\_