



# DP FITness Studio

76 North Main St, Pascoag RI 02859

## **ASSUMPTION OF RISK, WAIVER, AND RELEASE**

By registering for and/or attending classes, events, activities, and other programs and using the premises, facilities and equipment (individually and/or collectively, the "Classes and Facilities") of DP FITness Studio, I hereby acknowledge on behalf of myself, my heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers in indoor cycling and exercise equipment in association with the Classes and Facilities. I acknowledge that some of these risks cannot be eliminated regardless of all reasonable care taken to avoid injuries. I also acknowledge that the specific risks will vary from one activity to another, but range from (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss

of sight, joint or back injuries, heart attacks, and concussions; and (3) catastrophic injuries including paralysis and death.

I understand that it is my responsibility as an adult participant or parent of a minor participant, not to participate or allow participation if there are any physical, emotional, and behavioral or other health related problems that might compromise my safe participation. I am aware of my experience and capabilities and/or those of my minor child, and hereby acknowledge and represent I and/or my minor child that is qualified, in good health, and in proper physical condition to participate in the activities offered by DP FITness. I understand that DP FITness Studio does not carry or provide medical insurance for participants and forever release and discharge DP FITness Studio, its officers, agents, employees and independent contractors from any and all liability for medical insurance deductibles, medical expenses, and/or other damages incurred by my child, myself, or other family members while participating in Classes and Facilities. I expressly agree and promise to accept and assume all of the risks existing in this activity as outlined above. I understand the nature of the activities that I or my child will participate in and I represent that the participant is qualified, in good health, and in proper physical condition to participate in the activities. If at any time any of the above representations are no longer true, or if I come to believe that the activities are no longer safe for the participant, then I shall immediately notify DP FITness Studio and I shall discontinue participation in the activities.

### DP FITness Studio- Liability Waiver

I have read and thoroughly understand the DP FITness Studio Bike Safety Instructions that is provided in this waiver. At all times, I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given to me by the DP FITness staff. If in the subjective opinion of the DP FITness staff, I would be at physical risk participating in DP FITness Classes, I understand and agree that I may be denied access to the Classes and Facilities until I furnish DP FITness Studio with an opinion letter from my medical doctor, at my sole cost and expense, specifically addressing DP FITness Studio concerns and further stating that I am medically fit to participate. In consideration of being allowed to participate in and access the Classes and Facilities, I hereby (1) agree to assume full responsibility for any and all injuries or damage

which are sustained or aggravated by me in relation to the Classes and Facilities, (2) release, indemnify, and hold harmless DP FITNESS Studio and each of their respective officers, directors, members, employees, representatives and agents, and each of their respective successors and assigns and all others, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to participation in the Classes or use of the Facilities, and (3) I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Classes and Facilities and that I am voluntarily assuming all such risks. I further certify: (1) that I am in good health and that I have no physical limitations which would preclude my safe use of and participation in the Classes and Facilities; (2) that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in any activities; and (3) should it become necessary for DP FITNESS Studio. To incur attorney's fees and costs to enforce this Liability Release & Waiver, or any portion hereof, I agree to indemnify and hold harmless DP FITNESS Studio thereon. I further acknowledge that if I now have or in the future acquire any physical, mental or medical conditions, I may then be at risk of physical or mental injury but participating in DP FITNESS Studio and Facilities, and that I shall immediately notify DP FITNESS of any such change in my health and physical condition.

**VALUABLES AND PERSONAL PROPERTY:** I acknowledge that I have been urged to avoid bringing valuables into the Classes and Facilities and that DP FITNESS Studio shall not be liable for the loss of, theft of, or damage to my personal property, including items left in cubbies, bathrooms, or anywhere else in the studio. I acknowledge that no portion of any fees paid by me is in consideration for the safeguarding of valuables.

**ETIQUETTE:** To preserve a proper and acceptable environment in the studio, I agree to abide by DP FITNESS etiquette guidelines found within this waiver. DP FITNESS reserves the right to deny access to any person DP FITNESS Studio deems to be acting in an inappropriate or unsafe manner, or in a way that is rude, disrespectful, or disruptive to other participants.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_