

LIABILITY WAIVER AGREEMENT

Why You're Reading This Document

The purpose of this release and waiver (the "Waiver") is to openly communicate the risks of practicing fitness together, either in person or online, and have you release MissDebiFitness of any liability. **Please be aware that if you do not sign this Waiver and agree to its terms, you will not be permitted to participate in any training sessions, yoga sessions, stretching sessions or fitness classes.**

If you are under the Age of Majority in the State of California (18 years old), your legal guardian must also sign this Waiver on your behalf.

PLEASE READ CAREFULLY, UNDERSTAND FULLY, AND ASK QUESTIONS IF ANYTHING IS UNCLEAR. WE ARE HERE TO SUPPORT YOU. MAKE SURE YOU UNDERSTAND THIS WAIVER. BY SIGNING THIS YOU AGREE YOU ARE SIGNING AWAY YOUR LEGAL RIGHTS AND YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.

1. Parties. We will refer to MissDebiFitness, as "MissDebiFitness", "us" or "we" or "our", and we'll refer to you, the undersigned (electronically or by hand) or person who has clicked "I Agree" to this Waiver, as "you" or "your".
2. The Activities. You may participate, in person or online, in fitness and exercise classes, sessions, programs, workshops and more with MissDebiFitness. We offer various levels of inclusive and energetic fitness, including weightlifting, HIIT, Zumba, and General Functional Movement, all of which may involve but are not limited to the following ("Activities"):
 1. Strength and fitness training, core exercises, high intensity exercises, flexibility training, body weight exercises, dynamic movements, stretching and resistance exercises, strength exercises, mobility, range of motion exercises and breathing exercises. The constant in all of these classes is that the Activities involve moving in full ranges of motion, strength training, and fitness training. The Activities may involve receiving adjustments from trainers, so please advise in advance if you do not want adjustments.
 2. The Activities also apply to any classes made available for online streaming and participation, both live or recorded, or that take place outside, including outdoors.

We need you to acknowledge that you are responsible for the safe facilitation of the Activities.

3. Equipment. In the course of the Activities, you will use a variety of equipment, which may include but is not limited to: resistance bands, foam rollers, massage balls, ankle weights, suspension bands, free weights, barbell, treadmills, dumbbells, kettlebells, fitness balls, pull-up frame, TRX, medicine balls, and elliptical machine (the “Equipment”). Please do not use any equipment not instructed by MissDebiFitness.
3. Inherent Risks. You understand that participating in the Activities poses inherent risks, some more obvious/serious than others. These risks can result in serious harm and injuries that could change your quality of life and, in very rare and extreme circumstances, may even result in death.
 1. Injuries include but are not limited to things like muscle tears, strains, rhabdomyolysis and other musculoskeletal injuries, sprains, fractures, broken bones, cardiovascular complications, high blood pressure, dehydration, dizziness and fainting.
 2. Exposure to and contraction of COVID-19 or other communicable diseases passed on via other participants and use of shared space, surfaces, or Equipment.
 3. Additional risks of Activities for pregnant or post-natal women to the health of your fetus and your body, including but not limited to pregnancy loss, low birth weight, early delivery and postpartum complications.
 4. Additional risks posed by participating in the Activities online, as there is no in-person supervision or space provided for you, and you will therefore need to ensure the safety of the Activities, using your judgment how to best practice them, not pushing yourself too far or attempting anything you feel unsure how to perform.
 5. Other risks posed for Activities performed outdoors, such as tripping or collision with human or natural elements, sun exposure and risk of dehydration, insects, exposure to infections, diseases, pollutants as well as other environmental factors. You understand and agree that it is your responsibility to ensure a safe space/environment to perform the Activities.
4. Affirmation of Health. By participating in any Activities with MissDebiFitness, you affirm that you have sought medical advice regarding your fitness or are certain of your ability to practice advanced level fitness, including fitness in heated conditions. If you have any pre-existing medical conditions (e.g. asthma, diabetes, heart disease), physical injuries, weakness, are pregnant, post-natal or post-surgery, you should consult with your doctor first before engaging in the Activities. Please communicate and inform us IMMEDIATELY if at any point you do not feel well during the Activities.

5. COVID-19 / Infectious Disease. Amidst the current developments surrounding communicable diseases, you acknowledge that every time you participate in the Activities you are affirming that you are healthy and that you do not present an increased risk due to COVID-19 or other infectious diseases. If at any point within 14 days prior to participating in any of the Activities, you have suffered from symptoms of a communicable disease (including but not limited to fever, chills, cough, shortness of breath, or sore throat), been in close contact with someone with a known or suspected case or in a hot spot area, or else are uncertain of your health or risk of transmission, you agree not to join or participate in the Activities and you should consult with your doctor. You agree to update us regarding your health or risk factor and to comply with all measures and policies implemented by MissDebiFitness and applicable public health guidelines (federal, state/provincial, local, CDC and others) as updated, including but not limited to wearing masks, personal hygiene and social distancing, and allowing your temperature to be checked before arriving on the premises or relevant practice space. We are all in this together and it is important to follow guidelines, act responsibly and with care towards one another in order to ensure everyone's safety!
 1. Consent to Cooperate with Contact Tracing. You understand and agree that MissDebiFitness may disclose your personal information to the relevant authorities as required by law and policies related to the containment of COVID-19 through contact tracing or for other lawful purposes.
6. Voluntary Assumption of Risk. You have read this Waiver and understand the risks of participating in the Activities with MissDebiFitness. Your signature below, electronic signature or clicking 'I Agree', and your participation in the classes with MissDebiFitness illustrates your voluntary engagement and assumption of the risks of the Activities.
7. Release, Waiver and Indemnity. You hereby release, hold harmless, indemnify and waive any claims against MissDebiFitness, its members, directors, officers, contractors, employees, volunteers, agents, executors, administrators, successors, family members and assigns (the "Released Parties") from any liability and damages arising from death or personal injuries, including the contraction of COVID-19 or other communicable diseases, however caused including as a result of MissDebiFitness's negligence, during your participation in the Activities with MissDebiFitness. You are releasing the Released Parties at your own risk and you agree to forfeit any and all forms of legal recourse which may be available to you, including but not limited to any form of damages, as a result of your participation in the Activities. You agree that these provisions above apply to you, your family, heirs, executors or anyone else who may be able to bring a legal action on your behalf in the future.
8. Media Release. We think you're awesome and want to show you off! By being a student with MissDebiFitness, you agree to grant us the irrevocable right to use your image, likeness, photos, video content, audio recordings captured of you participating in the Activities or that you share with us online (via your own or others posting of you) as part of our online streaming, marketing and sales throughout the world and in perpetuity. You also release us from all claims you may have relating to such use. Please let us know if you ever want us to stop using an image of you.
9. Continued Agreement. Agreement to this Waiver will act as your continued agreement to all ensuing classes, sessions and/or workshops whether in person, online, or via video conferencing tool.

10. Valuables. You agree that we are not responsible for the loss or damage of any personal property you bring or leave with MissDebiFitness.
11. General Legal Provisions. Jurisdiction. This Waiver will be governed exclusively by the laws of the State of California. Severability. If any provisions of this Waiver are invalid or unenforceable, the other provisions in the Waiver will remain in full force and effect. Entire Agreement. This Waiver constitutes the entire agreement between the parties and replaces any prior agreements. Headings. The headings used in this Waiver are for stylistic purposes only and none of the content in the headings are intended to be legally binding. Online Agreement. We agree that this Agreement may be signed electronically or agreed to by having you click “I Agree”, the effect of which will be the same as signing by hand and the intention of which is that both parties desire to be bound by all the terms of the Agreement.

You agree that you have read this Waiver and fully understand its contents and voluntarily agree to be bound to all of its terms.

Fields marked with an * are required