

LIABILITY WAIVER: AGREEMENT TO PARTICIPATE and ASSUMPTION OF RISK

By attending exercise and fitness classes, (live, in-person or online) and other events, activities, and other programs (the "Services") and using the premises and/or facilities (the "Studio") rented, owned and/or operated by Revive and Thrive Studio, LLC ("Revive and Thrive Studio"), You the undersigned acknowledge on behalf of yourself, your heirs, your personal representatives and/or assigns, that there are inherent risks association with the Services and Studio and that You assume such risks.

You understand and are aware that strength, flexibility, mobility, and aerobic exercise, including the use of fitness equipment (that You either own or are using during a Service, owned by Revive and Thrive Studio) while largely beneficial for your physical and mental wellbeing, are also potentially hazardous activities more so in an or remote training environment. You will, at all times, use all reasonable efforts to ensure your own physical safety, particularly if exercising without direct supervision. You shall comply with all stated and posted safety rules, as well as verbal instructions given to you by a Revive and Thrive Studio instructor, regardless of if the instructor is physically present or if You are receiving instruction online via virtual training or live streaming. You also understand that fitness activities involve the risk of injury (including death), and that You are voluntarily participating in the Services, and using equipment, knowing the dangers involved. You agree to assume full responsibility for all injuries which are sustained or aggravated by You in relation to the Services.

You understand that equipment used in fitness instruction can be dangerous and cause injuries if used improperly or negligently. You agree that Revive and Thrive Studio is not responsible for any injury You sustain while using the equipment, whether due to your use or misuse of the equipment, or due to defects or damages in equipment used while under the supervision of Revive and Thrive Studio (whether owned and/or maintained by Revive and Thrive Studio). You further understand that Revive and Thrive Studio is not an equipment manufacturer and that responsibility for any injuries or damages caused by defective or improperly functioning machines lie solely with the manufacturer.

You declare yourself to be physically sound enough to participate in a Session with Revive and Thrive Studio and, if applicable, You have been cleared by a medical professional to begin, or continue participating in, physical activities, such as those of the Services. You have *not* been advised by a medical doctor to avoid physical activity like that of the Services and assume all responsibility and risk for participating in activities to which You have been advised against. You do not suffer from a condition, impairment, disease, infirmity, or other illness that would prevent your participation, or use of equipment, except as noted by Revive and Thrive Studio; in this instance You will notify a Revive and Thrive Studio instructor, and your Services will be modified accordingly. You agree to notify Revive and Thrive Studio immediately of any change in medical condition, including pregnancy. You acknowledge and agree that if You are pre-natal/postpartum, You increase the risk to yourself and, if applicable, your unborn child. In participating in the Services, You assume all associated risks to yourself, and if applicable, your unborn child. Revive and Thrive Studio reserves the right to request medical release from your medical practitioner prior to your participation if deemed necessary.

You agree that if, during a Services or immediately after, You experience any symptoms such as shortness of breath, chest pain, unusual fatigue, dizziness or fainting, or extreme pain, whether You are under direct or physically present supervision of an instructor, You will immediately stop exercising, and if possible, notify said instructor of your symptoms. You authorize any representative of Revive and Thrive Studio to obtain emergency medical transportation and treatment for You if necessary. Revive and Thrive Studio reserves the right to refuse service and studio access to anyone if, in their sole discretion, they consider one's health to be of concern and could be endangered by the Services.

In consideration of your participation in and access the Services and Studio, You release, indemnify, and hold harmless Revive and Thrive Studio, its direct and indirect parent, subsidiary, affiliates and entities, and each of their respective officers, employees, contractors, representatives, and agents, from any and all responsibility, claims, demands, actions, suits, procedures, costs, expenses, damages, debts, losses, liabilities, and attorney's fees, to the fullest extent allowed by law arising out of or in any way indirectly or directly related to participation in the Services, use of the Studio (including ingress and egress to the Studio space, whether public or private property), or participating with Revive and Thrive Studio in any way.

If participant is under 18 years old, You the undersigned attest that You are a parent, guardian, or other legal representative on behalf of the participant. You understand that by signing this Agreement and allowing their participation in the Services, You are releasing, indemnifying, and holding Revive and Thrive Studio harmless in all ways, the same as if You were a participant, as described above.

Participant Name: _____

Signature: _____

Parent/Guardian: _____

Signature of Parent/Guardian: _____