

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

In consideration of the opportunity to receive services from Health Fitness Corporation (“HealthFitness”), I hereby assume all risks of injury, illness, death, or other loss arising from or in any way relating to the following (a)-(d), referred to generally in this document as the “HealthFitness Programs”:

- a. use of the amenities, including any equipment and/or aquatic facilities;
- b. participation in recreation leagues, personal training, ergonomics, group exercise classes, massage therapy, physical therapy, injury prevention and treatment, health coaching, whether such services are delivered virtually or in person;
- c. recommendations and instruction regarding exercise, diet, nutrition, aquatics, and fitness, whether such recommendations and instructions are delivered virtually or in person; and/or
- d. the malfunctioning of any equipment.

### **Health History Questionnaire and Confidentiality:**

I understand HealthFitness staff may question me about my health status and I agree to complete a health history questionnaire if requested by HealthFitness staff. I certify the information I provide to HealthFitness staff about my health and exercise history and current health status will be, to the best of my knowledge, complete and accurate, and I agree and understand it is my responsibility to inform HealthFitness staff in the event of any change in my health or medical status.

HealthFitness may collect, use and disclose my personal information as set forth in the HealthFitness Privacy Policy available at: <https://www.healthfitness.com/privacy>.

### **Fitness Assessment:**

I understand I may have the option to receive (either virtually or in-person) a fitness assessment that measures some or all of the following items: (a) flexibility; (b) muscular strength and endurance; (c) body composition; and (d) changes in heart rate and blood pressure before, during and after an exercise test. I understand a particular set of results from the fitness assessment does not necessarily mean I am: fit, unfit, or likely to benefit from exercise or changes in diet. That judgment can only be made by my physician. I understand the fitness assessment is not intended to replace any medical screening I may need, and neither American University, HealthFitness, nor any of their Affiliates will determine whether an exercise program or dietary change are medically appropriate for me. I understand it is my responsibility to consult with my physician regarding these matters. I further understand that any recommendations regarding exercise or diet (including, without limitation, the use of supplements) are entirely my responsibility and that I should consult a physician prior to undergoing any changes in exercise or diet. I understand and acknowledge that I should consult with my physician before participating in any exercise program or regimen, particularly if I am pregnant, nursing, or under medical supervision for any medical condition.

### **Minors:**

I recognize and understand that there are risks and dangers associated with a minor’s participation in any HealthFitness Programs and if I choose to allow any minors in my household (the “Minors”) to participate in any HealthFitness Programs, I assume all of the associated risks and dangers.

### **Massage:**

If I elect to receive massage therapy, I am aware of the benefits, limitations, and risks of massage. I

also understand that there are no implied or stated promises or guarantees about the success, outcomes, or side effects of the massage services I receive. I understand that massage therapy does not include the diagnosis of illness, disease, impairment or disability, that it is not a substitute for medical care, medical examination or diagnosis, and that I should work with my health care provider for any condition I may have. I also understand that the massage provider reserves the right to refuse to perform massage on anyone whom he/she deems to have a condition for which massage is contraindicated. I understand that it is my responsibility to immediately inform my massage provider of any pain or discomfort I experience during the session so that the pressure and/or technique may be adjusted to my level of comfort. I understand that it is my responsibility to communicate with my massage provider if I have concerns or questions about my session. I understand that any sexual or inappropriate contact, remarks, advances, or requests made by me will result in immediate termination of the massage session and refusal of further service. I understand that if a session is terminated due to such conduct, I may be charged for the entire session.

Images:

In further consideration of the opportunity to receive services from HealthFitness, I convey to HealthFitness the unrestricted permission to copyright and use, re-use, edit, mix, duplicate, publish and republish my name, likeness, image, and voice, without restriction in any and all media now or hereafter known, including, without limitation, any HealthFitness programs or services, advertisement or promotion of products, and/or personnel. I understand that the consideration described above is the full and complete consideration for my services and for the permissions and rights which I have granted in this agreement. I am and shall not be entitled to receive any incentive, compensation, residual payment or other consideration beyond previously agreed upon wages.

Covid-19 Acknowledgement and Agreement:

If I choose to participate in the HealthFitness Programs in person, I attest, represent, and warrant that the following are true and correct to the best of my knowledge:

- I will not participate in the HealthFitness Programs in person if, within the 14 days preceding my participation:
  - I have been diagnosed with COVID-19, or
  - exposed to a person with a confirmed or suspected case of COVID-19, or
  - am waiting for the results of a COVID-19 test.
- I will not participate in the HealthFitness Programs in person if:
  - I am experiencing any symptoms of COVID-19, including but not limited to cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, or new loss of taste or smell, or
  - I have experienced any such symptoms within the 14 days preceding my participation in the HealthFitness Programs in person, and have not received a negative COVID-19 test following the onset of such symptoms.

I agree that I will follow the following safety precautions while participating in the HealthFitness Programs in person:

- I will follow any and all local and federal public safety or American University policies, including but not limited to social distancing and the proper use of face coverings;
- I will wash my hands or use hand sanitizer frequently and maintain good hygiene generally.
- I will abide by such other reasonable requirements as others may request, or which may be

posted.

By participating in the HealthFitness Programs in person, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 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 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other participants of the HealthFitness Programs, those providing services or support at American University, and/or other individuals.

Release and Waiver:

On behalf of both myself and the Minors, and our personal representatives, heirs, executors, administrators, assigns, next of kin and estates, to the fullest extent permitted by law, I hereby release, waive, relinquish, discharge from liability and covenant not to sue American University, HealthFitness, or any of their respective Affiliates (as defined below) (the "Releasees") from any and all claims, including claims for punitive or liquidated damages, claims for attorney's fees, costs and disbursements, individual or class action claims, demands, actions, suits, causes of action and/or liabilities, of whatever kind or nature, in law, equity or otherwise, related to or arising, directly or indirectly, from my and/or the Minors' participation in the HealthFitness Programs, including but not limited to those arising from any negligent act or omission by any of the Releasees, and use of my and/or the Minors' name, likeness, image, and voice, including without limitation any claims for libel, or invasion of my and/or the Minors' rights of privacy and publicity, and claims relating to any distortion or illusory effect.

Releasees assume no responsibility for any liability, damage or injury that may be caused by my and/or the Minors' negligent and willful acts and omissions related to or arising from my and/or the Minors' participation in the HealthFitness Programs, or for any personal injury, property damage or death caused by the acts or omissions of any other member of American University and/or any observer or participant in any HealthFitness Programs.

I understand at any time I may review this agreement by requesting a copy from HealthFitness staff. I agree if a court holds that any portion of this agreement is invalid, the remainder of this agreement will continue in full legal force and effect.

I understand participation in the HealthFitness Programs is strictly voluntary, and that I may discontinue my participation at any time. I further understand HealthFitness or American University may revoke my privileges to participate in the HealthFitness Programs at any time, in their sole discretion. I agree to be bound by and obey all the rules and policies of American University, HealthFitness and HealthFitness staff in my participation in the HealthFitness Programs.

I have carefully read this Assumption of Risk, Waiver, and Release of Liability Agreement and fully understand its terms. I sign it voluntarily with full knowledge of its legal significance and understand that I have the right to have my attorney review it. I am 18 years of age or older.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\* The term "Affiliates" means any HealthFitness or American University branch, division, subsidiary, parent, or entity sharing common ownership and/or HealthFitness or American University's present and former officers, directors, shareholders, trustees, employees, agents, representatives, contractors, and the successors and assigns of each, whether in their individual or official capacities.