

Liability Release

Acknowledgment of Risks, Injuries and Obligations

I acknowledge that I am 18 years of age. I understand this type of fitness and exercise is extremely strenuous and that by participating in it I am exposed to certain risks. I participate in the activity at my sole risk and responsibility. I may be injured, physically or mentally. Other persons participating may cause me injury or may damage my property. I may cause injury to other persons or damage their property. The conditions in which the activity is conducted may vary without warning. I assume the risk of and responsibility for any injury or property damage resulting from my participation in the physical activity. I acknowledge there are no medical conditions limiting my involvement in this strenuous fitness program to my or my medical doctor's knowledge. Anyone under the age of 18 years will be prohibited to participate in class unless written parental consent is given in advance.

Release and Indemnity

I release, indemnify and hold harmless Fusion, its providers, employees and any or all subcontractors from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of injury, loss, damage or illness caused to me or my property whether by negligence, breach of contract or in any way whatsoever. I further understand and agree that all exercises including the use of weights, number of repetitions, and use of any and all machinery, equipment, and apparatus designed for exercising and the use of Fusion's premises, on and off site locations and facilities shall be at the User's sole risk. Notwithstanding any consultation on exercise programs which may be provided by Fusion employees, subcontractors or agents, it is hereby understood that the selection of exercise programs, methods and types of equipment shall be User's entire responsibility, and Fusion shall not be liable to User or User's family for any claims, demands, injuries, damages, or actions arising due to injury to User's person or property arising out of or in connection with the use by User of the services and facilities of Fusion or the premises where the same is located. I hereby hold Fusion, its successors, assigns, owners, officers, directors, employees, subcontractors and agents harmless from all claims which may be brought against them by User, on User's behalf, by User's family, and User's executors, administrators, and personal representatives for any such injuries or claims aforesaid and User for themselves and on behalf of their family, executors, administrators, and personal representatives does hereby forever release and discharge Fusion, its successors, assignors, owners, officers, directors, employees, and agents from all claims, demands, injuries, damages, actions, losses and expenses. This section will survive any cancellation of this Agreement. It is hereby understood that Fusion is not responsible in any way for damage to or loss of any personal property including but not limited to, losses due to theft, damage, or car accident. User agrees all personal property brought onto the premises of Fusion or onto the parking area, or off site locations, is done so at User's own sole risk.

Rules, Regulations and Administration

I agree to obey all rules and regulations now in force or future prescribed, for the use of Fusion's training facilities, premises, and equipment therein. Fusion reserves the right to revoke any service/contract for cause if I fail to obey any of such rules and regulations, or for reasons of nuisance, disturbance of other users or staff, moral turpitude or fraud. Without limiting my obligation to obey the rules and regulations of Fusion presently in force or in the future prescribed, I agree that I will obey the following rules by:

- Always considering all users' rights and privileges while training;
- Always treating users and staff with fullest respect and courtesy at all times;
- Unload and return all equipment back to its proper place after use;
- Take responsibility of proper use of training equipment and asking for directions as needed;
- Never, NEVER drop dumbbells or barbells on the floor;
- Be tidy and sanitary by disposing of trash and wiping down equipment as necessary;
- Accept the fullest responsibility for any damage done to equipment due to misuse.
- Wear the appropriate footwear, shorts and athletic wear, no street shoes or clothes allowed.

Liability Release Continued...

Model Release

For valuable consideration, I hereby grant Fusion, representatives and successors, as well as persons and sister companies, including acting with Fusion's permission, the irrevocable right and permission, through photographs and videos taken of me or may take in future events or training, or in which I may be included with others, the following:

- (1) The right to use, reuse and publish, in any manner at all, said videos /photographs, in whole or in part, modified or alter themselves or in conjunction with other videos/ photographs, in any medium or form of distribution, and for any purposes whatsoever, including, without limitation, all promotional and advertising uses, use my name and photographic likeness in all forms and media for advertising, trade, and any other lawful purposes, non display, broadcast, exhibition of the final production, and other trade purposes, as well as using my name in connection therewith, if Fusion and like sister companies desires; and
- (2) The right to copyright said video /photographs in Fusion's name or in any other name that Fusion may select. I waive the right to inspect or approve the finished product or copy and any use thereof. I agree that the videos / photographs, reproductions, and negatives thereof shall constitute Fusion, sole property, and that they have the full right to dispose. I hereby forever release and discharge Fusion and their respective representatives, licensees, successors, assigns, sister companies arising out of or in connection with the use of said videos / photographs, including, without limitation, any and all claims for invasion of privacy and libel.