



Exercise Waiver & Liability Release

FULL NAME:

CELL PHONE:

EMAIL ADDRESS:

A copy of this signed agreement will be available online in your Elevate-Mindbody account.

I, **(person listed above)** hereby acknowledge that Elevate Group Fitness LLC's, (hereinafter "Elevate") group classes and/or private training sessions held at any Elevate studio location (hereinafter jointly known as "Programs") are designed to provide general fitness exercise guidelines by a group or personal fitness (hereinafter "Instructor"). I understand there are health risks associated with activities in these Programs. The health risks include, but are not limited to, transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. If I experience any of these or any other symptoms while exercising, I will discontinue the activity, notify the Instructor, and consult my physician. I am capable of performing physical exercise and acknowledge that I am voluntarily participating in these Programs. I am participating in the Programs with knowledge of the dangers and risks involved. I understand that I am fully responsible for complying with any restrictions prescribed for me by my personal physician and that I agree to consult my personal physician for further evaluation and such medical care as I require. **I acknowledge my participation in these Programs is at my sole risk.** I have been advised to consult with my personal physician before participation in the Programs. If recommended by my physician, I will consult with him/her on a regular basis. The Instructor and Elevate employees & owners (hereinafter "Team Members") are not responsible for monitoring my compliance with my physician's recommendations. Even consultation with my regular physician is in no way a guarantee against the possibility of adverse occurrences during these Programs. **Nutrition & Dietary Information:** Instructors and Elevate Team Members are NOT licensed nutritionists; therefore, I understand, any and all statements made by either of them are solely their personal belief, practice, and/or opinion. I will not take or construe their statements as medical or professional advice. If I have any questions about my nutrition or diet, then I will ask my physician or seek a licensed nutritionist for their professional recommendation. **Personal Property:** Elevate is not responsible for any lost or stolen items. Personal property or valuables left anywhere on Elevate's premises are at my own risk and is never under the care or watch of an Elevate Team Member or Instructor. In consideration for my participation in these Programs I, my family, heirs, executors, representatives, administrators, waive, release, and forever discharge Elevate's respective owners, shareholders, employees, and Instructors, from any and all responsibilities, liabilities and lawsuits, present or future, and causes of action for ordinary negligence, whether foreseeable or unforeseeable, arising out of or related in any manner directly or indirectly, to my use of or access to the Elevate's premises and my participation in their Programs. This waiver includes, but is not limited to such claims that may result from any injury, illness, or death, accidental or otherwise, during or arising in any way from my participation in any exercise or recreation activity or fitness testing associated with the Programs. I hereby agree to expressly assume and accept sole responsibility for the risk of injury or death by Elevate and/or my Instructor.

With my signature, I certify that I have read the above and back page, had all questions answered to my satisfaction, understand, and agree to the terms of the Exercise Waiver & Liability Release:

Primary Studio: [] Ocean Avenue [] Hayes Valley

Class Time: _____

Client Signature: _____ Date: _____

MORE ON BACK

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1720 Ocean Avenue, San Francisco, California 94112
415-622-5262 | info@elevategroupfitness.com

PLS TURNOVER



General Policies

CLASS RESERVATIONS, CANCELATIONS, & “NO SHOW” POLICY

Class spaces/stations are limited therefore we encourage making reservations online and will be honored up to the start of class else your spot may be given to a waitlist or walk-in client. Late clients may not be admitted since classes begin and end with meditation. Therefore arrive quietly at least five minutes before class. A “no show” is making a reservation and not attending class. You can cancel a reservation either online, by email, or calling the studio. Cancellations made one hundred and twenty minutes or less before the class start time may be recorded as a “no show” if a waitlist client did not have enough time to take your spot. When you accrue two or more “no shows” a class will be deducted from your account just as if you had taken class. However, you can pay the class restoration fee online and then this class will be returned (details online). If I purchase a monthly-unlimited plan, then I may cancel forty-eight hours before my next billing cycle with an exit survey and paying the thirty-three dollar cancel fee.

PROMOTIONS, CLASS PURCHASES, EXTENSIONS, HOLIDAYS, & MEDICAL HOLDS

Once you have taken a class at any Elevate location you are deemed an existing client. All clients are only allowed one promotion in perpetuity, unless a future promotion specifically states: “for existing clients”. All purchases are final. Classes are non-transferable, cannot be shared, and not redeemable for cash. Class packages will have the following amount of time to use their respective classes from their date of purchase: **5 Class Package (“c”) = 2 months (“m”), 10 c = 3 m, and 20 c = 4 m.** The expiration date can only be extended through our Class Extension Program (details online). Elevate is closed eight days each year in observance of our National Holidays (details online). If your expiration date falls on a holiday, then your actual expiration date is the preceding day Elevate is open. In the event of a serious injury or a medical condition that prevents class participation and with a signed physician’s note on letterhead (“MD’s Note”), you may request a Medical Account Freeze. Your account and classes will remain “frozen” until your return, which will require a MD’s Note clearing you for regular physical exercise.

ACCOUNT BALANCES & FEEDBACK SYSTEM

Accounts shall be paid in full at the end of each quarter. An account with a negative balance will be given due notification and one month to reconcile else it will be submitted to collections. Elevate is a small business that works tirelessly to create quality classes and a close community of clients. We have an open door policy and graciously welcome any positive and negative feedback. Should you have a complaint, please notify us within forty-eight hours and allow ten business days to address the issue. Negative statements posted to the Internet and social media will be regarded as willful defamation and will be asked to be removed within forty-eight hours. Noncompliance will result in a charge of one thousand dollars for each instance to cover punitive damages. We want to make Elevate an exceptional experience for you and appreciate having the opportunity to do so. Honest online reviews are always welcomed, encouraged, and appreciated. Thank you for choosing Elevate to reach your fitness goals.

With my signature, I certify that I have read the above and previous page, had all questions answered to my satisfaction, understand, and agree to the terms of Elevate’s General Policies:

Client Signature: _____ Date: _____

Policies are subject to change at any time. For details and current policies go online:

www.ElevateGroupFitness.com/Terms

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