

## STUDENT/ CLIENT LIABILITY WAIVER

Injuries. I being aware of my own health and physical and mental condition(s), and having knowledge that my participation in any exercise program or class may be injurious to my health, am voluntarily participating in physical activity, exercise program, or class (collectively, Class) at or offered by East Side Studio, LLC, located at 165 Keawe Street, Hilo, Hawaii (Premises).

I release, waive, and hold harmless East Side Studio, LLC, its agents, representatives, employees, independent contractors, teachers, instructors, officers, directors, members, attorneys, landlord, parent or subsidiaries, successors and assigns (collectively, Company), from any and all liability for any injury or illness, including serious injury, illness, and death, however caused, which I may suffer or incur as a result of participating in Class. I assume all risks, whether patent or latent, known or unknown, related to or involving Class and voluntarily consent to participate in Class.

Prior to participating in any Class, I shall disclose in writing to Company and the instructor of the Class any physical limitations, disabilities, ailments, allergies, or impairments, which may affect my ability to participate in Class. I am not currently under the effect of any drug, medication, or physical or mental state which may impair my ability to participate in Class, including any cardiovascular condition. I am generally in good physical condition.

Personal Belongings. I release, waive, and hold harmless Company from any and all liability for the safekeeping, loss, destruction of or damage to my personal belongings, property, and/or items brought to or left at the Premises, whether before, during, or after my participation in Class.

Communicable Diseases. I release, waive, and hold harmless Company from any and all liability for exposure to, becoming infected with, or contracting any communicable disease, including but not limited to novel coronavirus or COVID19. I understand and assume the risks associated with participating in Class with respect to communicable diseases and agree to take all reasonable efforts to limit my exposure to such diseases and the exposure of others, including maintaining at least 6 feet social distancing at all times, disinfecting my hands and equipment, and wearing a facemask. I understand that if I choose to not wear a facemask during Class, I do so at my own risk. I certify that I am not currently experiencing any symptoms associated with COVID19, have not experienced any such symptoms within the past fourteen (14) days, nor have I been in direct contact with anyone I know or reasonably assume to have such symptoms; I have not tested positive for COVID19, nor have I come into direct contact with anyone who has tested positive, within the past fourteen (14) days. I agree to fully indemnify and hold harmless Company from any third-party claims by students or teachers who contracted any communicable disease directly from me while participating in any Class.

Social Media and Marketing. I understand and acknowledge that my likeness may be photographed and/or video or audio recorded and that such photograph or recording may be used by Company in its social media, online, or for any other marketing purposes. I release, waive, and hold harmless Company from any and all liability to such use of my likeness and waive any right, title, and interest to any images and recording bearing my likeness, including any right to receive payment for such use by Company.

[signature on next page]

\_\_\_\_\_ [initials]

**STUDENT/ CLIENT LIABILITY WAIVER**

---

Print name

---

Signature

---

Date

---

Emergency Contact & Relation to contact

---

Phone Number

---

Email address (please indicate if you do not wish to be contacted by Company for any updates or promotions)