

BLOOM FITNESS WAIVER & RELEASE

BY PARTICIPATING IN ANY FITNESS ACTIVITIES AND CLASSES PROVIDED BY BLOOM FITNESS (COLLECTIVELY, “BLOOM PROGRAMS”), EITHER ONLINE OR IN PERSON, THE PARTICIPANT (“BLOOM ATHLETE”), AND/OR PARENT, LEGAL GUARDIAN, OR LEGAL REPRESENTATIVE, AS APPLICABLE (“REPRESENTATIVE”) AGREES AND CONSENTS TO BE BOUND BY ALL TERMS PRESENTED IN THIS WAIVER AND RELEASE.

Bloom Fitness Corporation (“Bloom Fitness”) requires that all Bloom Athletes follow safety rules and instructions that are designed to protect everyone’s safety. However, you acknowledge that there is an inherent risk of injury when choosing to participate in fitness activities.

YOUR RESPONSIBILITY

You are solely responsible for determining whether Bloom Athlete is physically and mentally fit and/or adequately skilled to participate in Bloom Programs. Risks from participating in Bloom Programs may be aggravated if Bloom Athlete is pregnant, suffers from an underlying medical condition, takes medication, uses tobacco, has a family history of coronary disease, or has recently suffered an illness, injury, or impairment. Accordingly, it is your responsibility to consult a physician before Bloom Athlete undertakes any fitness activity. It is also your responsibility to determine, during Bloom Athlete’s participation in Bloom Programs activities and/or classes, whether Bloom Athlete should discontinue participation in such activities or take any other actions to protect Bloom Athlete’s health or safety.

WARNING OF RISK FROM FITNESS ACTIVITIES

Aerobic and other fitness activities such as indoor cycling, yoga, floor exercises, passive/resistive weight training, use of free weights, and other training devices are intended to challenge and engage the physical, mental and emotional resources of Bloom Athlete.

Despite careful and proper preparation, instruction, medical advice, and conditioning, participation in fitness activities involves a risk of serious injury. All hazards and dangers cannot be foreseen. Depending on the particular activity, certain risks, dangers and injuries due to overexertion, lack of hydration, improper technique, ignoring safety precautions, failing to properly follow instructions, slips and falls, unfamiliarity with the equipment and/or exercise, equipment failure, failure in supervision/instruction, premises defects and other risks inherent to the particular activity exist.

Nonetheless, you hereby agree to assume all risks of your participation in Bloom Programs, whether known or unknown to you.

Depending upon a person’s physical condition, age and/or skill level, fitness activities can involve a substantial risk of the following types of injuries, among others: (i) heart attack, stroke and circulatory problems, (ii) bone and joint injuries, (iii) back and neck injuries, (iv) shin splints, (v) muscle strain and other muscle injuries, (vi) foot problems, (vii) psychological injury, pain or suffering, (viii) disfigurement, (ix) temporary or permanent disability (including paralysis), (x) death or (xi) economic loss.

MEDICAL EXAMINATION

It is the responsibility of all Bloom Athletes to have a complete physical examination by a medical doctor prior to beginning any activity. If Bloom Athlete has, or has a history of, any of the conditions listed in the "YOUR RESPONSIBILITY" section of this document, he/she should consult a physician before participating in any fitness activity.

WAIVER AND GENERAL RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

You recognize and acknowledge that there are inherent risks of physical injury to Bloom Athlete in any fitness activities, including Bloom Programs, and you voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that you may sustain as a result of said participation. As a material inducement for Bloom to permit you to participate in Bloom Programs, you hereby, on behalf of yourself, your heirs, executors and assigns, fully, forever and irrevocably waive, release and hold Bloom, its, directors, agents, representatives, employees, consultants, affiliated entities, partners, and successors (collectively "Bloom Parties") harmless from any and all claims (including, to the extent permitted by applicable law, claims alleging negligence on behalf of any Bloom Party), injuries, damages or loss (including legal fees), present or future, foreseen or unforeseen, anticipated or unanticipated (collectively "Claims"), that you may have (or that accrue to you) against any Bloom Party, and generally release and discharge the Bloom Parties from any and all Claims, including but not limited to those involving: (i) participating in any supervised or unsupervised fitness activities, (ii) use of any fitness equipment, (iii) any loss or theft of personal property, and (iv) accidental injuries, such as "slip and fall" injuries on or outside of Bloom premises, and you hereby promise never to assert or assist any other party in asserting, any claims or causes of action against any Bloom Party in any matter that in any way relates to any Claims.

AUTHORIZATION: In the event of any emergency, you authorize Bloom to secure from any accredited hospital and/or physician any treatment deemed necessary for your immediate care and agree that you will be solely and personally responsible for payment for any and all medical services rendered and for the cost of travel to and from the place of medical treatment.

RIGHT TO USE

You hereby grant to Bloom Fitness the perpetual right to use, reproduce, exhibit, display, broadcast, distribute and create derivative works of photographic or video recorded images of Bloom Athlete for use in connection with Bloom Fitness programs. This grant includes, without limitation, the right to publish such images in the Bloom Fitness newsletter, the Bloom Fitness website, Bloom Fitness social media accounts, and on public relations/promotional materials, such as marketing materials. These images may appear in any of the wide variety of formats and media now available to Bloom Fitness and that may be available in the future, including but not limited to print, video, and electronic/online media.

You hereby waive any right to royalties or other compensation arising from or related to the use by Bloom Fitness of the images, and I waive any claim of ownership over any image or copyright therein.

I represent that: (i) Bloom Athlete is at least 18 years old, (ii) where Bloom Athlete is under 18 years old or lacks the capacity to sign legal documents, Bloom Athlete is at least 13 years old and has the permission of my Representative to participate; and (iii) Bloom Athlete has no health-related conditions that could affect Bloom Athlete's participation in Bloom Programs. I have read and fully understand the above important information, warning of risk, authorization, assumption of risk, and waiver and general release and discharge of all claims.

Bloom Athlete Name:	
Email Address:	
Bloom Athletes will be automatically enrolled in the Bloom Fitness email newsletter. To opt out of the newsletter, check this box <input type="checkbox"/>	
BLOOM ATHLETE SIGNATURE (required for adult BLOOM ATHLETE with capacity to sign legal documents)	
I understand this form. If I have questions, I will ask. By signing, I agree to this form.	
Bloom Athlete Signature:	Date:
Printed Name:	
REPRESENTATIVE SIGNATURE (required for BLOOM ATHLETE who is a minor or lacks capacity to sign legal documents)	
I am a Representative of Bloom Athlete. I have read and understand this form and have explained the contents to Bloom Athlete as appropriate. By signing, I agree to this form on my own behalf and on behalf of the athlete.	
Representative Signature:	Date:
Printed Name:	Relationship to Bloom Athlete:
Emergency Contact Name:	Relationship to Bloom Athlete:
Emergency Contact Phone:	Emergency Contact Email: