

Participant information

(All information will be kept private and confidential)

Name: _____ Email Address: _____

Date of Birth: ___ / ___ / ___ Age: _____ Male Female

Address: _____
(street) (City) (State/Zip)

Phone: _____ Cell: (if different) _____

Emergency Contact: _____
(Name) (Phone) (relationship)

ASSUMPTION OF RISK; WAIVER & LIABILITY RELEASE

I, _____, understand that my participation in any class/program, or use of equipment offered by The Pursuit carries with it certain inherent risks as a result of highly strenuous physical nature. I agree that by participating in these fitness classes, I do so entirely at my own risk. I represent and warrant that I am in good physical health and do not suffer from any medical condition which would limit my participation in the classes offered at The Pursuit. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in any class, program, or workshop as necessary.

I have been informed and understand that physical exercise has been associated with certain risks including, but not limited to, musculoskeletal injury, spinal injuries, abnormal blood pressure responses and, in rare instances, heart attack or death. Every effort will be made to minimize these risks. Any information that is obtained regarding my fitness level and progress will be treated as privileged and confidential, and will not be released or revealed to any person other than my physician without my expressed written consent. I understand that participation in this program is at will and that I may discontinue participation at any time.

Limitation of Liability During the COVID-19 Coronavirus Pandemic: The Pursuit has implemented new preventive measures to help reduce the spread of COVID-19; however we cannot guarantee that you, your family, your guests, or people you come in contact with will not become infected with COVID-19 as a result of you attending class. COVID-19 is highly contagious, and you acknowledge that by attending class, you are voluntarily assuming the risk that you or people you come in contact with may be exposed to or infected by COVID-19, at that such exposure or infection could result in additional costs, personal injury, illness, permanent disability, and death. You understand the risk of being exposed to or infected by COVID-19 at The Pursuit may result from the actions, omissions, or negligence of yourself or others, including, but not limited to The Pursuit employees, members, or attendees.

In addition, I agree to the following: (1) Assume all risk of injury and all risk of damage to or loss of property during my participation in this program and/or at any of The Pursuit's business premises. (2) Release, discharge, and waive any and all responsibility from Red Pear Limited Liability Company DBA The Pursuit, Rachael Chen, Tim Chow and those individuals affiliated as trainers or staff of The Pursuit from and against any liability of injury, including death, and for damage to or loss of property which may be suffered by or in any way connected with my participation in these sessions. (3) Indemnify and hold Red Pear Limited Liability Company DBA The Pursuit, Rachael Chen, Tim Chow and those individuals affiliated such as trainers or staff from and against all liability, claims, demands, actions, loss, and damage arising out of my participation in these sessions. I recognize the aforementioned risks and accept financial responsibility for any injury that I may cause to either myself or others due to my negligence. Should the above mentioned parties or anyone acting on their behalf be required to incur attorney's fees or costs to enforce this agreement, I agree to reimburse them for such fees or costs. (4) I understand that membership and prepaid sessions are not transferable or refundable. (5) I may, on occasion, be photographed or filmed during sessions at The Pursuit. I hereby consent to the use of these photographs or videos on The Pursuit website and/or in any editorial or promotional material produced and/or published by The Pursuit without compensation.

CANCELLATION POLICY: The Pursuit has a 12 hour cancellation policy. You may cancel reserved sessions for any reason without penalty for up to 12 hours prior to the scheduled class. Cancellations made after the 12 hour deadline are considered "late cancellations" and will result in a late cancellation fee. Switching sessions or arriving to a wrong session time will be considered a late cancellation. Please be sure to "late cancel" prior to a missed class in order to avoid a "no-show" fee. Members with unlimited packages will incur a \$15 late cancellation fee; \$25 no-show fee. All other members will forfeit the scheduled class for a late cancellation and incur a \$10 fee for no-show in addition to forfeiting the scheduled class.

By signing, the undersigned hereby acknowledges that he/she has read the entire document carefully and agrees to comply with all of the above. If signing on behalf of a child or minor, I also give permission to administer the necessary first aid, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility if deemed necessary for their well being.

Signature: _____ Date: _____
(participant or parent/legal guardian)

Full Name of Child/Minor for Whom I'm Signing (if applicable): _____