

## **FITNESS FRONTIER, LLC/ ATTITUDEFITNESS, LLC**

### **Agreement and Release Ofliability**

1.) In consideration of gaining membership or being allowed to participate in the activities and programs of Fitness Frontier, LLC/ Attitude Fitness, LLC, and to use its facilities, equipment, and machinery, in addition to the payment of any fee or charge, I do hearby waive, release and forever, discharge Fitness Frontier, LLC/ Attitude Fitness, LLC, and its officers, agents, employees, representatives, executors, and all other form, any and all responsibilities or liability for injuries or damages, resulting from my participation in any activities, or my use of equipment or machinery, in the above mentioned, facilities, or arising out of my participation in any activities at said facilities. I do also here by release all those mentioned, and any others acting upon their behalf from any responsibility or liability for any injury, or damage to myself, including those caused by the negligent act, or omission of any of those mentioned, or others acting on their behalf, or in any way, arising out of or connected with my participation in any activities of Fitness Frontier, LLC/ Attitude Fitness, LLC or the use of any equipment at Fitness Frontier, LLC/ Attitude Fitness, LLC.

**(Please initial\_\_\_\_\_)**

2.) I understand, and am aware that strength, feasibility, and aerobic exercise, including the use of equipment, is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury, and even death, and that I am voluntarily participating in these activities and using equipment and machinery, with knowledge of the dangers involved. I hearby agree to expressly assume and accept any and all risks of injury or death.

**(Please initial\_\_\_\_\_)**

3.) I do hear by further, declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of these activities and programs of Fitness Frontier, LLC/ Attitude Fitness, LLC or use of equipment or machinery, except as hereinafter stated. I do hear by acknowledge that I have been informed of the need for a physician's approval for my participation in exercise/fitness activity, or in the use of exercise equipment, and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise and training equipment, so that I might have recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given any physician's permission to participate, or that I have decided to participate in activities, and or use of equipment and machinery, without the approval of my physician, and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.

**(Please initial\_\_\_\_\_)**

**Date\_\_\_\_\_ Signature\_\_\_\_\_**

**Print\_\_\_\_\_**

## **Consent to Be Filmed and Used for Marketing Purposes**

I, the undersigned, hereby give my consent to FITNESS FRONTIER, its representatives, and assigns, including any person or entity acting with its permission or authority, to film, photograph, or otherwise capture my image, likeness, voice, and/or performance, and to use, reproduce, distribute, and publicly display such images and recordings for promotional, marketing, advertising, and other related business purposes.

### **1.) Consent to Filming/Recording**

I understand that by signing this consent form, I am allowing FITNESS FRONTIER to:

- Record video, audio, and take photographs of me.
- Use these recordings and images in any form or medium, including but not limited to print, digital, social media, broadcast, and web-based platforms.

### **2.) Use of Material**

I grant FITNESS FRONTIER the right to use my recorded image, likeness, voice, and/or performance without any limitation on duration, territory, or medium. I understand and agree that these materials may be used:

- For marketing, promotional, and advertising purposes.
- In any format, including but not limited to brochures, advertisements, presentations, websites, and social media platforms.

### **3.) Waiver of Compensation**

I understand that I will not receive any monetary compensation or other form of payment in exchange for the use of my image, likeness, voice, or performance, now or in the future.

### **4.) No Time or Territory Limit**

I agree that the use of the recordings, photographs, or images may be used indefinitely, and I waive any right to inspect or approve the final products or the specific use of such materials.

### **5.) Release from Liability**

I hereby release FITNESS FRONTIER, its employees, contractors, agents, and representatives from any and all claims, demands, damages, or liabilities arising out of or in connection with the use of the recordings or images, including but not limited to any claims for defamation, invasion of privacy, or rights of publicity.

### **6.) Governing Law**

This waiver shall be governed by and construed in accordance with the law.

### **7.) Acknowledgment of Understanding**

**Do Not Consent**\_\_\_\_\_

I have read and fully understand the terms of this consent form. I understand that I am free to refuse to sign this form and that my refusal will not affect my relationship with FITNESS FRONTIER.

**Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Contact (Phone/Email)**\_\_\_\_\_