



**Group Exercise Class Participation Agreement**  
**(Including assumption of risks and agreements of release and indemnity)**

Please read this document carefully. It must be signed by Participants offered by the program identified below (the "program"). "Participants" as used in this Agreement refers to persons engaged in the activities, non-staff members observing or assisting the activities, and persons otherwise on the premises of the program or other activity site whose agreement to the terms of this Agreement is required Elder Care.

Participant Last Name	Participant First Name	Participant Middle Name	Date of Birth
Address			
City	State	Postal	Country
Home Phone	Work Phone	Cell Phone	
Email Address			
Emergency Contact		Emergency Phone	

In consideration of being allowed to participate in the exercise program offered by Elder Care I, acknowledge I am at least 18 years of age and agree as follows:

This Agreement applies to the group exercise class offered by Elder Care.

**Activities and Risks**

Fitness and group exercise class offered by Elder Care includes moving about the room, strength, and core training, sitting and standing, moving arms and legs, and basic fitness movements and activities. There may be an occasion when the class will meet outside the building, weather permitting, for a few exercises. However, most of the exercises will take place inside the building in the designated exercise room.

Participants share the responsibility for managing the risks of the fitness movements, supervised or not. Participants must follow all fitness policies, rules, and regulations at all times. Participant acknowledges that Elder Care staff is, and has been, available, to answer any questions about the nature and physical demands of the activities and their associated risks.

Certain specific risks of exercise activities include, without limitation: (1) misuse of the equipment; (2) falls and abrupt and possibly harmful contact with persons, structures and objects (fixed and moveable), including equipment (including dropped equipment during routine setting or otherwise), flooring and other surfaces; (3) failure of the facilities, fitness and other equipment; (4) mental or physical health problems of Participants and others; (5) transmission of infectious disease, whether related to the novel coronavirus SARS-CoV-2, (which causes the disease COVID-19) or other pandemics, epidemics, disease outbreaks, public health emergencies or otherwise; (6) lack of training and conditioning; (7) carelessness, inattention and misjudgments, including negligence, of Participants and staff; (8) injuries associated with activities in and about the room; (9) accidents and illnesses, including allergic reactions, occurring in remote places where emergency medical care may be significantly delayed; and (10) accidents while performing general group exercise. This list is illustrative only and does not contain all the relevant risks a Participant will assume; however, one important point bears emphasis:

**Participant is fully responsible for his/her own expertise**

While Elder Care offers examples of the movements Participants are to perform, Participants bear the responsibility for duly seeking out additional support and help if movements need more clarification.

**Assumption of Risks**

As an adult Participant, I hereby acknowledge the risks described above and their inherency, and that other risks, known and unknown, inherent and otherwise, may be encountered. I expressly accept and assume all the risks, known and unknown, inherent or not, and whether or not described above, of participation in an activity of the program, the use of its equipment and facilities, or otherwise moving about the premises or the room.

**Release and Indemnity**

**I, an adult Participant, to the maximum extent allowed by law hereby agree to release and discharge Elder Care and their respective officers, employees, agents, representatives, successors and assigns (collectively, "Released Parties") from all claims, liabilities, damages and losses asserted by or on behalf of me in any way arising from or connected with my enrollment or participation in an activity of or related to Elder Care's exercise class "Program", the use of its equipment and facilities, or otherwise moving about the premises of the exercise room or outside the building if the program holds activities outside the building. I understand that in signing this Agreement, I surrender my right to make a claim or file a lawsuit against a Released Party for personal injury, property damage, wrongful death, products liability or under any other theory, to the maximum extent allowed by law.**

**I further agree to hold harmless and indemnify (that is, defend and either pay or reimburse) Elder Care and the other Released Parties from any claim and from any liability, loss, damages or expenses (including attorneys' fees) resulting from 1) a claim brought by a co-Participant, rescuer or any other person for loss or damage caused by my acts or omissions; and 2) a claim brought by any member of my family in any way arising out of my enrollment or participation in an activity of or related to Elder Care's exercise class, the use of its equipment and facilities, or otherwise moving about the premises of the building.**

**These agreements of release and indemnity include loss, damage or expense claimed to have been caused in whole or in part by the negligence of a Released Party, but not gross negligence or intentionally wrongful conduct.**



### Additional Provisions

As a Participant, I acknowledge and agree to the following additional provisions:

**Medical:** The Elder Care exercise class does not have medical personnel or treatment available to Participants or visitors. I hereby authorize and grant permission to Elder Care to secure emergency medical treatment for me. I do not have any emotional or physical condition which would cause me to be a danger to myself or to others. I am covered by medical health insurance sufficient to provide for any medical costs that may be incurred, and in any event I agree to be responsible for such costs. I, agree

(i) to any pre-entry medical testing that may be implemented before access to the exercise class, whether in connection with re-opening after the COVID-19 pandemic or otherwise, (ii) to the collection and retention by Elder Care of any personal data reasonably required by such testing and (iii) that Elder Care may share information with public health authorities (such as The Centers for Disease Control and Prevention or state or local health departments) in connection with any contagious disease infection tracking and tracing or similar exercise.

**Media Release:** I consent to the reproduction and use by Elder Care of photographs, videos and other images and sound recordings of me, without compensation, for advertising or other purposes in any and all media now existing or hereafter developed. I release Elder Care and other Released Parties from liability for any violation of any personal and/or proprietary right I may have in connection with such reproduction or use.

**Dispute Resolution:** I agree to engage in good faith efforts to mediate any dispute that might arise between me and a Released Party. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims between the parties will be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. I agree that the interpretation of this Agreement and that any dispute between a Released Party and a Participant will be governed by the substantive laws of the State of Oklahoma.

This Agreement, which consists of this and the previous page, will apply to my participation in the fitness and exercise classes identified above, for the current and for all future visits, until cancelled in writing by me or until it expires pursuant to the provisions of applicable law.

I have carefully read, understand, and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon me as a Participant, and my family, heirs, executors, administrators, and representatives. I agree that the terms of this Agreement are to be as broad and inclusive as is permitted by applicable law and that if any portion of this Agreement is held by a court of competent jurisdiction to be invalid, the balance of this Agreement shall continue in full force and effect.

### Eligibility, Cost, and Schedule

#### **Eligibility**

The group exercise class is open to individuals, age 60 and older, who are in good standing with Elder Care and physically capable of performing the exercise movements.

#### **Class Schedule**

The exercise class program meets for 10 weeks beginning July 5, 2022, and ending Thursday, September 9, 2022. The class meets each Tuesday and Thursday, from 11:00 a.m. – 11:45 a.m. at Elder Care (1223 Swan Drive, Bartlesville, OK).

#### **Cost to Participant**

This 10-week program requires a prepayment of \$100. Payments of cash, check, and credit card are accepted at the front desk. The preferred method of payment is by check. Please reference Exercise Class in the memo portion of your check. No refunds for unused sessions by Participant will be issued unless prior approval by Elder Care is given. Sessions are non-transferrable. Partial payment may be pro-rated at Elder Care's discretion if Participant joins after the 4<sup>th</sup> session. There will be NO proration for inclement weather, vacation time, or extended leave.

#### **Cancellation Policy**

While Elder Care does not anticipate the need to cancel a class, there may be reasons outside of Elder Care's control where cancellation may be necessary. If cancellation is needed, the cancelled session(s) will made up at the end of the 10-week program.

#### **Class Size Limitations and Minimum Enrollment**

Class size may be limited to between 8-10 Participants. However, a minimum of 5 enrolled Participants will be required for the class to be offered. If the class cannot be offered for this reason, the following options are available to the Participant:

(i) payment will be returned to Participant; or (ii) Participant will be given the opportunity to enroll in the next "Life Movement" class with payment rolling over to the next class. Rollover of payment will be subject to the provisions stipulated in the signed Participant Agreement.

#### **Signature of Participant**

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Participant Name

Date

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