



Disclosure & Liability Release

GXUnited Fitness Co. / May 2021

Below are the terms of agreement for private training sessions offered by GSO Yoga & Movement, LLC (DBA GXUnited Fitness Co. (GFC)).

By reading and signing below you understand and agree to the following terms between yourself and GXUnited Fitness Co. Furthermore, you accept full responsibility for your own health and well-being AND you acknowledge an understanding that no responsibility is assumed by the leaders of the program.

1. You understand that you are voluntarily participating in group classes, private training sessions, workshops, events, and other activities (collectively known as "activities") provided by staff and instructors of GXUnited Fitness Co. These could include instruction in yoga, Pilates, barre, functional movement, meditation, movement training, and/or other forms of mind-body and fitness training.
2. You understand that you're voluntarily participating in activities associated with GXUnited Fitness Co. in one of the following manners:
 - a. In-Studio (at 219 Summit Avenue Greensboro NC 27401)
 - b. Live Virtually Studio (through video conferencing platforms, [GXUnited.TV](https://www.gxunited.tv), or [YouTube Live](https://www.youtube.com/live))
 - c. Video On Demand Studio (accessed at [GXUnited.TV](https://www.gxunited.tv))
 - d. Off-Site (any other community based event held at specified locations)
3. You understand that all activities provided by GXUnited Fitness Co. involve a form of physical activity or exercise. You understand that physical activity and exercise require physical exertion that may be strenuous at times and may cause physical injury or even death. You represent that you are fully aware of the risks and hazards involved.
4. You agree that you are voluntarily participating in any and all activities provided by GXUnited Fitness Co. and understand that you have the option to stop, modify, or adjust anything based on your personal needs.
5. You understand that use of equipment is only suggested, and you have the option to change equipment based on what feels best for you and your body. All equipment comes with an inherent risk of injury and you should be used with caution.
6. You understand that it is your responsibility to consult with a physician prior to and regarding any participation in the above-mentioned activities. You represent and warrant that you have no medical condition that would prevent you from participating in physical activity or that your physician has released you to participate in activity. You further understand that you are responsible for all medical costs that you may occur as a result of participation.

7. You agree to assume full responsibility for any risks, injuries or damage known or unknown which you might incur as a result of participating in any of the activities provided GXUnited Fitness Co.. Such injuries may include but are not limited to, heart attacks, muscle strains, muscle pulls, muscles tears, broken bones, heat-related conditions, injuries to specific joints or areas of the body (such as feet, ankles, knees, hips, back, wrists, shoulders, or neck), or any other illness or soreness, including death.
8. You knowingly, voluntarily, and expressly waive any claim you may have against GSO Yoga & Movement LLC (DBA GXUnited Fitness Co.; DBA GXUnited) and their owners, directors, officers, employees, agents, members, managers, partners, instructors, independent contractors, and representatives (collectively known as "GXUnited Fitness Co.") for any injury or damages that you may sustain as a result of participating in activity on GXUnited Fitness Co.
9. You agree that you, your heirs or representatives, forever release, waive, discharge and covenant not to sue GXUnited Fitness Co. for any injury or death caused by their negligence or other acts.
10. You agree to this Release as your own free act and without pressure or encouragement from GXUnited Fitness Co. You understand that GXUnited Fitness Co. does not require you to participate in any activity, but you do so despite the possible dangers and risks.
11. You further agree that this Release shall be governed according to the laws of the State of North Carolina. If any term of this Release shall be held illegal, unenforceable, or conflict with any law governing this Release, the validity of the remaining portions of the Release shall not be affected.

COVID-19 SPECIFIC TERMS

1. You understand that participation in exercise includes a higher rate of oxygen exchange and breathing respiration, which increases your risk of catching or developing covid19. You are voluntarily participating in the activity and agree to all the terms and protocols for maintaining a healthy environment as outlined in the GXUnited Fitness Co. Covid19 Policies & Procedures.
2. You agree to complete the required Covid19 In-Studio Pre-Screening Questionnaire prior to each visit within the studio (for as long as is deemed necessary by medical professionals in relation to the covid19 virus).

I HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS AND AGREE NOT TO SUE GSO YOGA & MOVEMENT, LLC (DBA GXUnited Fitness Co.) AND THEIR OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, MEMBERS, MANAGERS, PARTNERS, INSTRUCTORS, INDEPENDENT CONTRACTORS, AND REPRESENTATIVES (COLLECTIVELY KNOWN AS "GXUnited Fitness Co.") FROM ALL COMPLAINTS, INJURIES, DAMAGES, LOSSES, EXPENSES, ATTORNEY'S FEES, SETTLEMENTS, LIABILITIES, CLAIMS, SUITS AND CAUSE OF ACTION WHICH MAY RESULT THERE FROM, AND WHICH MAY AFFECT YOU AND/OR GXUnited Fitness Co.. If, despite signing this Release, I decide to make a claim against any Releasee, I will reimburse the Releasee(s) for any costs incurred, including but not limited to attorney fees, in defending such action.

I have read and understand this release and agreement and agree to its provisions. I am not under the influence of any drugs, alcohol, or other intoxicants. I am not suffering from any illness or incapacity. I am over 18 years of age. (If not over 18 years of age, parent or guardian must sign.) I voluntarily agree to the terms and conditions stated above.