

Photography/Video Release

Participants involved in any activities offered by 321Fitness and Nutrition may be photographed or videotaped during training. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the 321Fitness and Nutrition website or in any editorial, promotional, or advertising material produced and/or published by 321Fitness and Nutrition.

Waiver and Release of Liability

Express assumption of risk: I, the undersigned, am aware that there are significant risks involved in all aspects of physical training. These risks include but are not limited to falls which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains. I am aware that any of these above-mentioned risks may result in serious injury or death to myself and or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at, or under direction of 321Fitness and Nutrition. I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

Release

In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by 321Fitness and Nutrition, I, the undersigned hereby release 321Fitness and Nutrition, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. If I am signing on behalf of a minor child, I also give full permission for any person connected with 321Fitness and Nutrition to administer first aid deemed necessary, 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 deemed necessary for the wellbeing of the child.

Indemnification

The participant recognizes that there is risk involved in the types of activities offered by 321Fitness and Nutrition. Therefore, the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless 321Fitness and Nutrition, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by 321Fitness and Nutrition, at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by 321Fitness and Nutrition

Ownership of intellectual property, copyrights, and logos

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of 321 Fitness and Nutrition. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

Right to suspend or cancel user account

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment

Right to change and modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

Promotional Emails and content

You agree to receive from time-to-time promotional messages and materials from us, by mail, email, or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time

Signature

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by checking the box it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.