

Dreams 2 Reality

Waiver of Liability and Release



Why You're Reading This Document.

The purpose of this release and waiver (the "Waiver") is to communicate the risks of training fitness techniques and coaching health, lifestyle, and wellness techniques together, either in person or online, and to have you release Dreams 2 Reality of any liability. Please be aware that if you do not sign this Waiver and agree to its terms, we will not let you participate in the training or coaching.

If you are under the Age of Majority in the State of Massachusetts (18 years old), your legal guardian must also sign this Waiver on your behalf.

PLEASE READ CAREFULLY, UNDERSTAND FULLY, AND ASK QUESTIONS IF ANYTHING IS UNCLEAR. WE ARE HERE TO SUPPORT YOU. MAKE SURE YOU UNDERSTAND THIS WAIVER. BY SIGNING THIS YOU AGREE YOU ARE SIGNING AWAY YOUR LEGAL RIGHTS AND YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.

Parties. We will refer to Dreams 2 Reality, a Limited Liability Company registered in the State of Massachusetts, as "d2R", "us" or "we" and we'll refer to you, the undersigned (electronically or by hand) or person who has clicked "I Agree" to this Waiver, as "you" or "your".

The Activities. You will be voluntarily participating in fitness training and/or health, lifestyle, and wellness coaching at d2R. We offer a variety of inclusive and friendly group, personal and self-led fitness training plus health, lifestyle, and wellness coaching – including, personal and

corporate business coaching and consulting, and self-massage, all of which may involve but are not limited to the following activities (the “Activities”):

Strength, fitness and flexibility training, core exercises, high intensity exercises, body weight exercises, locomotor movements, stretching and resistance exercises, strength exercises, mobility, range of motion exercises, Pilates infused with Kickboxing, yoga, Pilates and yoga postures and movements, self-massage techniques, breathing exercises and meditation, discussion regarding practicable science-based information such as how nutrition can play a vital role in our overall health maintenance, discussion regarding science-based information such as how your internal body functions, and discussion regarding meal planning.

The constant in all of these classes is that the Activities involve moving in full ranges of motion, strength, resistance and fitness training, and learning about how the mind, body, and core integrate and work synergistically together. The Activities may involve receiving adjustments from Movement Specialists and Instructors, so please advise in advance if you do not want adjustments. The Activities may also involve discussion regarding nutrition-based information or discussion regarding suggestions such as to hydrate before and after each class or discussions regarding personal and corporate business development such as how to hold yourself accountable to create your own business plan, or possible ways you can improve your existing one.

The Activities apply to any fitness training and/or health, lifestyle, and wellness coaching which is made available for virtual (live), online streaming and participation. As these Activities will be taking place outside of d2R’s facilities, we need you to acknowledge that you are responsible for the safe facilitation of the Activities and for always maintaining a safe space around you to perform the Activities. It is up to you to determine your body's level of physical endurance and nutritional needs. d2R provides suggestions for modification. Ultimately it is up to you to moderate each exercise to your own pace and decide what nutrition is best suited for your needs.

Equipment. In the course of the Activities, whether in-person, virtual (live), or online, you will use a variety of equipment (the “Equipment”), which may include but is not limited to: free weights, adjustable step aerobics platform, resistance bands, dumbbells, kettlebells, fitness balls, yoga balls, medicine balls, yoga blocks, bolsters, straps, foam rollers and mats. Please do not use any equipment not instructed by d2R.

Inherent Risks. You understand that participating in the Activities poses inherent risks, some more obvious/serious than others. These risks can result in serious harm and injuries that could change your quality of life and, in very rare and extreme circumstances, may even result in death.

Injuries include but are not limited to things like muscle tears, strains and other musculoskeletal injuries, sprains, broken bones, cardiovascular complications, dehydration, dizziness, and fainting.

Exposure to and contraction of COVID-19 or other communicable diseases passed on via other participants and use of shared space, surfaces, or Equipment.

Your agreement to participate in an online class means that you fully agree to the following:

You understand that you have enrolled in a program of potentially strenuous physical activity, and there are additional risks posed by participating in the Activities online, as there is no in-person supervision or space provided for you, and you will therefore need to ensure the safety of the Activities, using your judgment how to best practice them, not pushing yourself too far or attempting anything you feel unsure how to perform, and for maintaining a safe space around you at all times while performing the Activities.

Affirmation of Health. By participating in any Activities at d2R, you affirm that you have sought medical advice regarding your fitness. If you have not sought such advice, you must be certain that your medical and fitness levels are sufficient to participate in fitness training, health, lifestyle, and wellness coaching. You represent and warrant that you have no physical or mental health condition that would prevent your safe participation in these classes. You agree that if you are pregnant or have a known cardiac arrhythmia (including very slow heart rate), a history of heart block, or if you are taking antipsychotic medications that may result in an adverse reaction in connection with physical or mental activities, you will consult with and obtain the permission of a physician prior to engaging in any weight training, other physical activities, or in any health, lifestyle, and wellness coaching activities, in connection with these classes.

You acknowledge and agree that the creator of d2R – Jennifer Santospago, is not a medical professional and does not provide any medical diagnoses or treatments. You agree that if you have any medical condition, you will seek the help of a medical professional.

COVID-19 / Infectious Disease. Amidst the current developments surrounding communicable diseases, you acknowledge that every time you participate in the Activities in-person you are affirming that you are healthy and that you do not present an increased risk due to COVID-19 or other infectious diseases. If you are suffering from symptoms of a communicable disease or are unsure of your health and ability to practice the Activities, please consult with your doctor and we urge you not to visit our indoor facilities or participate in our in-person Activities. We are all in this together and it is important that we follow guidelines on social distancing, hygiene practices, and act with kindness and responsibility towards each other in order to ensure everyone's safety.

Voluntary Assumption of Risk. You have read this Waiver and understand the risks of willingly and voluntarily participating in the Activities with d2R. Your signature below, electronic signature or clicking 'I Agree', and your participation in the training and/or coaching at d2R illustrates your voluntary participation and assumption of the risks of the Activities.

Release, Waiver and Indemnity. You hereby willingly and voluntarily release Dreams 2 Reality LLC, its instructors, members, directors, officers, contractors, employees, volunteers, agents, executors, administrators, successors, family members and assigns (the "Released Parties")

from any liability and damages arising from death or personal injuries, including the contraction of COVID-19 or other communicable diseases, however caused including as a result of d2R's negligence, during your participation in the Activities at d2R. You are releasing the Released Parties at your own risk and you agree to forfeit any and all forms of legal recourse which may be available to you, including but not limited to any form of damages, as a result of your participation in the Activities. You agree that these provisions above apply to you, your family, heirs, executors, or anyone else who may be able to bring a legal action on your behalf in the future. You expressly waive all rights afforded by any statute which limits the effect of a release with respect to unknown claims, to the maximum extent allowed by applicable law.

Media Release. By being a participant at d2R, you agree to grant us the irrevocable right to use your image, likeness, photographs, video content, and audio recordings of you, captured in our partner facilities, during indoor and outdoor events, or that you share with us on-line (via your own or others posting of you), as part of our on-line streaming, marketing, and sales throughout the world and in perpetuity. You also release us from all claims you may have relating to the use mentioned in this section. Please let us know if you ever want us to stop using an image of you. If you DO NOT agree to grant us the irrevocable right to capture or use your image, likeness, photographs, video content, and audio recordings of you at any time, please let us know by emailing member@your-d2R.com. Note: d2R does not and will not record or capture any image, likeness, photographs, video content, and audio recordings of you from our virtual classes, or without your permission. We respect the privacy of all our members.

Continued Agreement. Agreement to this Waiver will act as your continued agreement to all ensuing classes, sessions and/or workshops whether in person, on-line, or via video conferencing tool.

General Legal Provisions. Jurisdiction. This Waiver will be governed exclusively by the laws of the State of Massachusetts. Severability. If any provisions of this Waiver are invalid or unenforceable, the other provisions in the Waiver will remain in full force and effect. Entire Agreement. This Waiver constitutes the entire agreement between the parties and replaces any prior agreements. Headings. The headings used in this Waiver are for stylistic purposes only and none of the content in the headings are intended to be legally binding. Online Agreement. We agree that this Agreement may be signed electronically or agreed to by having you click "I Agree", the effect of which will be the same as if signed by hand and the intention of which is that both parties desire to be bound by all the terms of the Agreement.

YOU AGREE YOU HAVE READ THIS WAIVER DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS AND VOLUNTARILY, WITHOUT FORCE OR DURESS, AGREE TO BE BOUND TO ALL OF ITS TERMS. YOU FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, YOU VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

**YOU UNDERSTAND THAT THIS AGREEMENT MAY CHANGE FROM TIME TO TIME, AND THAT
YOU HAVE THE RIGHT TO ASK FOR A COPY OF THE CURRENT POLICY AT ANY TIME.**

PRINT NAME: _____

SIGN NAME: _____

PHONE NUMBER: _____

IF YOU ARE THE GUARDIAN OF A MINOR CHILD PLEASE SIGN BELOW

PRINT CHILD'S NAME: _____

SIGN GUARDIANS NAME: _____ REALATIONSHIP: _____

PHONE NUMBER: _____

Sharing is caring!

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