



RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as “I” or “me” or “Participant”) desires to participate in a physical fitness program, which may be conducted either online (“**Online Activity**”) or in-person (“**In-Person Activity**”), which in either case involves strength training and moderate cardiovascular exercise, (the “**Activity**”) provided by The Aunt Sister Project, Inc., a New York not-for-profit corporation (the “**Company**”) with the business address of 326 10th Street, Brooklyn, NY 11215, pursuant to the terms and conditions of this Release of Liability and Assumption of Risk Agreement (this “**Agreement**”). In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. I am aware and understand that the activity, and physical exercise in general, is a potentially dangerous activity and involves the risk of serious injury, disability, death, and/or property damage. I acknowledge that any injuries that I sustain may result from or be compounded by negligent emergency response or rescue operations of the company. **Notwithstanding the risk, I acknowledge that I am knowingly and voluntarily participating in the activities with an expressed understanding of the danger involved and hereby agree to accept and assume any and all risks of injury, disability, death, and/or property damage arising from my participation in the activity, whether caused by the ordinary negligence of the Company or otherwise.**

2. I am also aware of the contagious nature of bacterial and viral diseases including, without limitation, the 2019 novel coronavirus disease (COVID-19) (collectively, the “**Disease**”) and the risk that I may be exposed to or contract the Disease by engaging in the In-Person Activity, which may result in serious illness, personal injury, disability, death, and/or property damage. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Company employees or others, including negligent emergency response or rescue operations of the Company. I understand that the Company cannot guarantee that I will not be injured or become infected with the Disease or other infectious diseases due to my participation in the Activity and that engaging in the Activity may increase my risk of contracting the Disease. **NOTWITHSTANDING THESE AND OTHER RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM ENGAGING IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

3. I confirm that: (a) I have consulted with my physician and have gotten such physician's approval for my participation in the Activity; (b) I have truthfully disclosed and will disclose to the Company all health information, precautions, and known risks that my physician considers important and essential to my ability to participate in the Activity, whether now existing or arising in the future; (c) I am not experiencing symptoms and am not suspected to have any contagious Disease and have not come in contact within the last 14 days with a person who has been confirmed to have or suspected to have a contagious Disease. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activity and the Disease while participating in the Activity, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment. I will also follow all instructions, recommendations, and cautions of the Company at all times during the Activity. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Activity, or I begin experiencing symptoms of the Disease, I will immediately discontinue further participation in the Activity and shall notify the Company immediately thereafter. I may also discontinue participation in the program at any time I see fit.

4. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, managers, employees, agents, affiliates, shareholders, members, successors, and assigns (collectively, "**Releasees**"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my participation in the Activity, to the maximum extent allowable under the applicable law, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under any and all such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that New York law does not permit to be released by agreement.

5. I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by or awarded against the Company or any other Releasees arising out of or resulting from any claim of a third party related to my participation in the Activity, including, without limitation, any claim related to my own negligence or the ordinary negligence of the Company.

6. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical

transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

7. This Agreement shall not be assigned by the Participant hereunder without the prior written consent of the Company; provided, however, that the Company may assign its rights or delegate its obligations, in whole or in part, without the consent of the Participant, and without any notice given to the Participant. Any purported assignment in violation of this section shall be null and void *ab initio*.

8. This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and the Participant and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in New York County, New York and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Printed Name: _____

Address/City/Zip Code: _____

Date of Birth: _____ Phone: _____

Email address: _____

Emergency Contact Name: _____

Relationship: _____ Phone: _____

Signature _____ Date _____

IMAGE AND LIKENESS CONSENT

I, the undersigned, do hereby consent and agree that The Aunt Sister Project, Inc., a New York not-for-profit corporation ("ASP") has the right to take photographs, videotape, or digital recordings of me to use in any and all media, now or hereafter known, for any purpose consistent with its mission (the "Work"). I further consent that my name and identity may be revealed in the Work or by descriptive text or commentary thereto.

I do hereby release to ASP all rights to exhibit the Work in print and electronic form publicly or privately and to market and sell copies of the Work. I waive any rights, claims, or interest I may have to control the use of my identity or likeness in whatever media used with respect to the Work.

I understand that there will be no financial or other remuneration for recording me, either for initial or subsequent transmission or playback.

I also understand that ASP is not responsible for any expense or liability incurred as a result of my participation in this recording, including medical expenses due to any sickness or injury incurred as a result.

I understand that ASP uses various social media outlets (Facebook, Instagram, etc.) and other means to broadcast patient success stories, and positive changes in the programs that are offered within the organization. Without any limitation of the foregoing, I hereby consent to the Work being included and used in any such social media outlets by ASP.

I represent that I am at least 18 years of age, have read and understand that foregoing statement, and am competent to execute this agreement.

Printed Name: _____

Signature: _____ Date: _____

Please sign the box below only if you do not wish to participate in social media.

I DO NOT wish to have my information and picture shared and do not agree to the above statement. If you do not wish to participate, please check the box and sign below.

Printed Name: _____

Signature: _____ Date: _____

Date _____



Client Name _____ DOB _____

Physician Name _____

Physician Phone _____

_____ has requested to participate in an exercise program with Exercise Physiologist and Cancer Exercise Specialist Ashley Lentz in association with the non-profit The Aunt Sister Project. _____ will participate in a progressive and personalized fitness program, designed for their specific needs and diagnosis. The program will include low- to moderate-intensity strength training using light dumbbells or resistance bands, low- to moderate-intensity cardiovascular exercise, mobility work, and flexibility exercises.

_____ plans to participate in twice-weekly workouts, each being 45-60 minutes in duration, and hopes to begin this program as soon as possible.

Please complete the form below as it pertains to exercise for your patient currently. Please be as specific as possible regarding any restrictions or recommendations.

If you have any questions regarding details of the program, please call or email me directly.

Ashley Lentz, MS, Med, ACSM
316-204-6503
ash@auntsister.org

Physician's Report

My patient, listed above, is:

_____ Not cleared to exercise at this time

_____ Cleared to exercise with no restrictions

_____ Cleared to exercise with the following restrictions and/or recommendations:

Physician's Name _____

Physician's Signature _____ Date _____

ASP Group Training Intake Form

Personal Information

First Name: _____ Last Name: _____ Age _____ DOB: _____

Phone Number: _____ Email: _____

Diagnosis: _____ Treatment Status: _____

Physician Name: _____ Physician Phone: _____

Health History

Injury, disease, risk analysis

- | | | |
|---|------------------------------|-----------------------------|
| Pulmonary: lung or breathing problems | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Cardiovascular: heart attack, heart disease | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Joint: pain, arthritis, surgery, or decreased ROM | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Diabetes: insulin/non-insulin dependent | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Low or elevated heart rate | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Dizziness or fainting | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Chronic pain: chest, neck, arm or other | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Leg fatigue, pain, or cramping when active | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Pronounced weakness on one side of the body | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Elevated blood pressure | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Low blood pressure | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| High total cholesterol/high LDL/low HDL | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Current or previous smoker | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Osteoporosis or osteopenia | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If yes to any of the above, please describe briefly (date, treatment, outcome):

Cancer diagnosis and treatment:

Type of cancer: _____ Diagnosis date: _____

Type of surgery: _____ Surgery date: _____

Chemotherapy: _____ Last treatment date: _____

Radiation: _____ Last treatment date: _____

Do you have an implanted port or Central Venous Access Catheter? Yes No

If yes, please describe: _____

Has the cancer spread? Yes No

If yes, please describe: _____

Are you taking any medications related to your cancer treatment? Yes No

If yes, please describe type/dosage: _____

Are you presently being treated by a doctor for a physical or psychological problem other than routine check-ups? Yes No

If yes, please explain: _____

Do you have any other major illnesses? Yes No

If yes, please explain: _____

Current medications (including vitamins and over the counter):

Side Effect Analysis

Physical side effects (short or long-term)

Peripheral neuropathy (tingling or loss of sensation) Yes No

Pain Yes No

Fatigue Yes No

Lymphedema Yes No

Insomnia Yes No

Weight loss or gain Yes No

Change in appetite Yes No

Shortness of breath Yes No

Joint stiffness or pain Yes No

If the answer is yes to any of the above, please describe:

Mental side effects (within the last year)

- | | | |
|---------------------|------------------------------|-----------------------------|
| Depression | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Anxiety | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Loneliness | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Hopelessness | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Fear of recurrence | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Negative body image | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Low self-esteem | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If the answer is yes to any of the above, please describe:

Activities of Daily Living (ADL) Analysis and Exercise History

How would you describe your physical health at the present time?

- Excellent Good Fair Poor

What types of exercise do you participate in regularly? _____

How many days per week do you currently exercise?

- 0 1-2 3-4 5-7

How would you describe the intensity of your exercise?

- Leisure only or low Low to moderate Moderate to high n/a

Describe your experience with resistance training and aerobic training:

Is there anything you do differently in your daily life now than you did before your cancer diagnosis?

If yes, please explain: _____

If you have any physical limitations that restrict your daily living activities or ability to exercise, please explain: _____

Are you working?

Yes

No

If so, what is your level of activity at work?

Completely sedentary

Moderately active

Very active/physical

Goal Setting and Strategy

What expectations do you have from this program?

Do you have any concerns about starting this exercise program?

List three (3) short-term, specific personal goals for the next 30 days:

Goal 1: _____

How? _____

Why? _____

Goal 2: _____

How? _____

Why? _____

Goal 3: _____

How? _____

Why? _____

Please answer the following questions according to how you have perceived your physical and mental wellness over the past four weeks. Your personal information will be kept confidential and your individual answers will not be shared with anyone.

1	I am able to perform functional activities without feeling exhausted (running errands, household chores, going up and down stairs)	Never <input type="checkbox"/>	Rarely <input type="checkbox"/>	Sometimes <input type="checkbox"/>	Often <input type="checkbox"/>	Always <input type="checkbox"/>
2	General aches and pains keep me from performing the activities of daily living (cooking, cleaning, yardwork, laundry)	Never <input type="checkbox"/>	Rarely <input type="checkbox"/>	Sometimes <input type="checkbox"/>	Often <input type="checkbox"/>	Always <input type="checkbox"/>
3	I am able to perform leisurely activities without feeling exhausted (going for a 15-min walk, riding a bike, playing catch)	Never <input type="checkbox"/>	Rarely <input type="checkbox"/>	Sometimes <input type="checkbox"/>	Often <input type="checkbox"/>	Always <input type="checkbox"/>
4	I feel fatigued or overly tired	Never <input type="checkbox"/>	Rarely <input type="checkbox"/>	Sometimes <input type="checkbox"/>	Often <input type="checkbox"/>	Always <input type="checkbox"/>
5	I feel generally run-down	Never <input type="checkbox"/>	Rarely <input type="checkbox"/>	Sometimes <input type="checkbox"/>	Often <input type="checkbox"/>	Always <input type="checkbox"/>
6	I feel restless and have difficulty falling or staying asleep	Never <input type="checkbox"/>	Rarely <input type="checkbox"/>	Sometimes <input type="checkbox"/>	Often <input type="checkbox"/>	Always <input type="checkbox"/>
7	I wake up with energy and ready to take on the day	Never <input type="checkbox"/>	Rarely <input type="checkbox"/>	Sometimes <input type="checkbox"/>	Often <input type="checkbox"/>	Always <input type="checkbox"/>
8	I feel overly anxious or overwhelmed with fear regarding the general state of the world	Never <input type="checkbox"/>	Rarely <input type="checkbox"/>	Sometimes <input type="checkbox"/>	Often <input type="checkbox"/>	Always <input type="checkbox"/>
9	I feel overly anxious or overwhelmed with fear regarding my place in the world	Never <input type="checkbox"/>	Rarely <input type="checkbox"/>	Sometimes <input type="checkbox"/>	Often <input type="checkbox"/>	Always <input type="checkbox"/>
10	I feel depressed or hopeless	Never <input type="checkbox"/>	Rarely <input type="checkbox"/>	Sometimes <input type="checkbox"/>	Often <input type="checkbox"/>	Always <input type="checkbox"/>
11	I feel helpless	Never <input type="checkbox"/>	Rarely <input type="checkbox"/>	Sometimes <input type="checkbox"/>	Often <input type="checkbox"/>	Always <input type="checkbox"/>
12	I feel sad or lonely	Never <input type="checkbox"/>	Rarely <input type="checkbox"/>	Sometimes <input type="checkbox"/>	Often <input type="checkbox"/>	Always <input type="checkbox"/>
13	I feel connected socially to a community (virtually or in person)	Never <input type="checkbox"/>	Rarely <input type="checkbox"/>	Sometimes <input type="checkbox"/>	Often <input type="checkbox"/>	Always <input type="checkbox"/>
14	I find it hard to concentrate on everyday tasks	Never <input type="checkbox"/>	Rarely <input type="checkbox"/>	Sometimes <input type="checkbox"/>	Often <input type="checkbox"/>	Always <input type="checkbox"/>
15	I make good food choices, opting for whole foods, minimal sugar	Never <input type="checkbox"/>	Rarely <input type="checkbox"/>	Sometimes <input type="checkbox"/>	Often <input type="checkbox"/>	Always <input type="checkbox"/>
16	I think about physical improvements I'd like to make in my life (lose weight, gain muscle, etc)	Never <input type="checkbox"/>	Rarely <input type="checkbox"/>	Sometimes <input type="checkbox"/>	Often <input type="checkbox"/>	Always <input type="checkbox"/>
17	I think about <i>how</i> I'd like to make physical improvements (go for a run, eat better, take a class, etc)	Never <input type="checkbox"/>	Rarely <input type="checkbox"/>	Sometimes <input type="checkbox"/>	Often <input type="checkbox"/>	Always <input type="checkbox"/>