

**ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND RELEASE**

**ASSUMPTION OF RISK.** I understand that participating in pilates involves physical exertion that is strenuous, and involves known and unknown risks, dangers, and hazards (collectively, “**Risks**”), which may result in serious personal injury to me, paralysis, or my death. These Risks may be caused by the negligence, inattention, or actions of session participants or others, including without limitation, the “**Releasees**” identified below, misuse or failure of equipment, or unpredictable accidents. Nevertheless, by participating in pilates, I assume and accept all known and unknown Risks of personal injury, paralysis and death that may occur as a result of participating in pilates.

I understand that the instructor has made no representations or warranties of any kind regarding my qualifications, or ability or fitness to participate in pilates, and that the waivers, releases and indemnities contained herein expressly apply to my participation in each pilates session taken with the instructor at any studio.

I also understand that I and/or the instructor may utilize various equipment in connection with pilates. I acknowledge that no one has made any representation or warranty whatsoever with respect to such equipment, and that there are no representations or warranties of any kind from anyone regarding fitness or suitability for use of such equipment for any purpose in connection with pilates. In addition, I understand that the use of any such equipment involves Risks, and I agree that I will use all such equipment at my own risk.

I have no medical condition (including a pregnancy) or injury that prevents me from participating in pilates, and that all of my questions regarding my participation have been answered to my satisfaction. I understand that it is my responsibility to consult with a doctor prior to and regarding my participation in pilates. If I have any medical condition or injury, or am pregnant, I have been cleared by my doctor to participate in pilates, and have explained the details on my health history form and to my instructor. I also understand that I have an ongoing obligation and responsibility to inform the instructor before I begin each pilates session of any medical condition, injury, or pregnancy that might affect my ability to participate. By participating in each session, I will be confirming that I have no medical condition (including a pregnancy) or injury that prevents me from participating in pilates.

I will comply with all rules and regulations of the instructor and studio. If I have any questions, or observe any unusual or unnecessary Risk during my participation in pilates, I will immediately bring such Risk(s) to the attention of the instructor. I agree not to participate while under the influence of alcohol or drugs (prescription or otherwise, including cannabis/marijuana, etc.) that may impair my balance, motor skills, or concentration.

**WAIVER OF LIABILITY, & RELEASE.**

In consideration for participating in pilates, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, WAIVE, RELEASE, INDEMNIFY, HOLD HARMLESS AND DISCHARGE INSTRUCTOR AND THE STUDIO WHERE THE SESSION IS BEING TAUGHT, AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS, REPRESENTATIVES, CONSULTANTS, AND EMPLOYEES OF EACH OF THE FOREGOING, AND THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, “**RELEASEES**”) FROM ALL KNOWN AND UNKNOWN CAUSES OF ACTION, LAWSUITS, PROCEEDINGS, OBLIGATIONS, COSTS, EXPENSES, DAMAGES, LOSSES, CLAIMS, AND LIABILITIES (COLLECTIVELY, “**CLAIMS**”) ARISING OUT OF OR RELATING TO PARTICIPATING IN PILATES, INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE AND/OR BREACH OF CONTRACT BY ANY OF THE RELEASEES IN THE DESIGN, OPERATION, SUPERVISION, INSTRUCTION, AND/OR MAINTENANCE OF THE SESSION, PILATES EQUIPMENT, AND/OR STUDIO, AS WELL AS THE SURROUNDING AREAS TO THE FULLEST EXTENT PERMITTED BY LAW.

**I HAVE READ THIS ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, AND CONFIRM THAT I AM AT LEAST 18 YEARS OLD.**

X \_\_\_\_\_ Birth Date: \_\_\_\_\_ Date: \_\_\_\_\_  
Participant’s Signature

Print Name: \_\_\_\_\_ Address: \_\_\_\_\_

[Parent/Guardian Signature Follows on Next Page]

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AS OF THIS DATE)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, a minor, and on behalf of all other parents or guardians of this minor, I hereby accept the above assumption of risk, waiver of liability, and release as an inducement for allowing this minor to participate in pilates, and consent and agree to the waiver and release for myself, this minor, my heirs, assigns, and next of kin. In addition, I release and agree to indemnify and hold harmless Releasees from any and all liabilities in connection with this minor's involvement or participation in pilates, including without limitation, the use of equipment and studio to the fullest extent permitted by law. I have discussed the inherent dangers of pilates with my child, and fully understand the risks involved.

X \_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Emergency Phone Number(s)

\_\_\_\_\_  
Date