Pilates Fitness & Health Waiver and Release Agreement

This Agreement is a legally binding release and waiver of liability, assumption of risk, and indemnity covenant between the undersigned Participant ("Participant") and the provider of pilates, fitness, wellness, and related services (collectively, "Services"). By signing below, Participant acknowledges, agrees, and represents the following in consideration of the opportunity to participate in the Services.

1. Acknowledgement of Voluntary Participation. Participant certifies that participation in pilates, exercise, bodywork, instruction, and any other fitness-related activities offered as part of the Services is entirely voluntary. Participant has chosen to engage in the Services after having the opportunity to ask questions and obtain sufficient information regarding the nature, purpose, and expected benefits of the activities.

2. Representation of Health; Medical Clearance. Participant represents that to the best of their knowledge they are in good physical condition and have no medical or health condition that would prevent safe participation in the Services. If Participant has any medical condition, recent injury, illness, or is taking medications that could affect participation, Participant agrees to obtain medical clearance from a licensed physician prior to participating. Participant agrees to disclose any material health information requested by the provider and to update that disclosure if circumstances change.

3. Assumption of Risk. Participant understands and agrees that participation in the Services involves inherent risks, including but not limited to minor or serious physical injury, aggravation of pre-existing conditions, allergic reactions, and in rare instances catastrophic injury or death. Participant expressly assumes all risks, whether known or unknown, inherent in such activities and arising from the condition of the facilities, equipment, or the acts or omissions of instructors, staff, other participants, or third parties.

4. Release, Waiver, and Covenant Not to Sue. To the fullest extent permitted by law, Participant hereby releases, waives, discharges, and covenants not to sue the provider, its owners, agents, employees, contractors, instructors, volunteers, insurers, successors and assigns (collectively, the "Released Parties") from any and all liability, claims, demands, causes of action, losses, damages, costs, or expenses (including attorneys' fees) that Participant may have now or in the future arising from or related to Participant's participation in the Services, including but not limited to claims for negligence, breach of warranty, or strict liability, except for the Released Parties' gross negligence or willful misconduct as defined by applicable law.

5. Indemnification. Participant agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees)

arising out of or resulting from Participant's negligent or intentional acts or omissions, breach of this Agreement, or failure to follow instructions, policies, or posted rules.

6. Emergency Medical Treatment. Participant authorizes the Released Parties to obtain emergency medical care for Participant if, in the Released Parties' judgment, such care is necessary and Participant is unable to consent. Participant understands that Participant (or Participant's health insurer) will be responsible for all costs associated with emergency medical care and transportation.

7. Photo/Media Release. Participant grants the Released Parties the right to take and use photographs, video, and other media of Participant in connection with the Services for lawful promotional, educational, or archival purposes. If Participant does not consent to such use, Participant must notify the provider in writing prior to participation.

8. Minor Participants. If Participant is under the age of 18 (a "Minor"), a parent or legal guardian must complete and sign this Agreement on the Minor's behalf. The parent or guardian represents they have the authority to bind the Minor and themselves to the terms of this Agreement and accepts full responsibility for the Minor's participation.

9. Policies, Instructions, and Equipment Use. Participant agrees to follow all instructions, safety protocols, and policies provided by instructors or staff. Participant will use equipment only as instructed and will notify staff promptly of any unsafe condition or symptoms of distress.

10. Severability, Governing Law, and Venue. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect. This Agreement is governed by the substantive laws of the state in which the Services are provided, without regard to conflict-of-law rules. Venue for any dispute shall be in the appropriate state or federal court located in that state.

11. Understanding and Voluntary Execution. Participant acknowledges that they have read this Agreement in its entirety, understand its terms, and execute it voluntarily. Participant acknowledges that this Agreement is intended to be as broad and inclusive as permitted by law and that if any portion is held invalid, the balance shall, to the extent possible, continue in full force and effect.

By completing the fields and signing below, Participant confirms acceptance of all terms set forth in this Waiver and Release Agreement.

Full Legal Name:

Enter your full legal name as it appears on official documents.

Date of Birth (MM/DD/YYYY):

Used to verify minor/guardian requirements.

Mailing Address:

Street, City, State/Province, Postal Code.

Email Address:

We will use this for booking confirmations and important notifications.

Primary Phone Number:

Provide the best number to contact you during business hours.

Emergency Contact Name:

Name of person to contact in case of emergency.

Emergency Contact Phone:

Provide relationship if desired (e.g., spouse, parent).

Type of Participation:

Select the activity you primarily will attend.

- ○ Group Reformer Class
- ○ Reformer Session
- ○ Private Instruction
- ○ Workshop or Special Event
- ○ Other
- ○ Other:

☐ Medical Clearance / Health Disclosure

Check all that apply.

If you checked any medical items above, please describe relevant conditions, injuries, surgeries, or restrictions: - *optional*

Include dates and treating physician if applicable.

Current Prescription Medications (if any): - *optional*

List medications that may affect your participation.

Initials Initial to Acknowledge Assumption of Risk:

Initial to confirm that you have read Section 3 (Assumption of Risk) of the Agreement.

☐ Release and Waiver Confirmation

I have read and I understand the Release, Waiver, and Covenant Not to Sue in this Agreement. I voluntarily agree to its terms.

Signature of Participant:

Sign to indicate you accept this Agreement.

Date of Signature:

MM/DD/YYYY

11 / 05 / 2026

☐ Minor Participant Confirmation (if applicable)

If the Participant is under 18 years old, the parent or legal guardian must check this box and sign below.

Parent/Guardian Full Name (if Participant is a Minor): - *optional*

Print full name of parent or legal guardian signing on behalf of minor.

Parent/Guardian Signature (if Participant is a Minor): - *optional*

Signature of parent or legal guardian is required for minors.