



Liability Waiver

To be completed by every member and guest of Pilates by Kim, LLC.

DISCLAIMER: PILATES BY KIM, LLC, (HERETOFORE KNOWN AS THE STUDIO) IS NOT RESPONSIBLE FOR ANY INJURY, INCLUDING DEATH, OR LOSS OF PROPERTY TO ANY PERSON SUFFERED WHILE ON THE PREMISES OR PARTICIPATING IN THE USE OF THE STUDIO AND ITS FACILITIES FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE UTILIZATION OF ANY EQUIPMENT OR THE PLAYING, PRACTICING, OR SPECATING OF ANY ACTIVITY OCCURRING IN OR ABOUT THE STUDIO PREMISES.

In consideration of my participation in and the use of The Studio's facilities, I hereby release and covenant not to sue The Studio, its owners, shareholders, directors, officers, employees, representatives, agents and lessees, from any and all present and futures claims resulting from ordinary negligence and inherent risk of use of the facilities and equipment of The Studio including, but not limited to any loss, injury, damage, or liability sustained by me while on or about the premises of The Studio.

I am fully aware and understand that The Studio does not have on or about The Studio premises, or employ or contract with any medical services, provisions for ordinary and emergency medical services including, but not limited to, emergency cardiovascular assistance.

I am also fully aware and understand that such losses, injury, disability, or death may result from the actions, inactions, or negligence on my part, on the part of The Studio, on the part of others, the rules of play, or the condition of the Studio's premises and equipment.

I agree that immediately prior to any activity occurring in or about The Studio's facilities, I will inspect the facilities and equipment to be used and if a defect is apparent I will not use the facility or equipment and I will notify the management of The Studio of the defect.

I further agree that if I am not knowledgeable in the proper use of any of The Studio's facilities or equipment, I will obtain proper instruction for the correct use of such facility or equipment from a qualified individual, before I use the facility or equipment.

I further agree that to indemnify and hold harmless The Studio, its owners, shareholders, directors, officers, employees, representatives, agents and lessees for any and all claims arising from my involvement in or receiving instruction for The Studio activities incidental thereto wherever, whenever, and however, the claims may arise including, but not limited to travel to and from The Studio or related activity site and participation at remote sites.

I assume all the foregoing risks and accept personal responsibility for any damage and loss following any loss of property, injury, permanent disability or death resulting there from.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE WAIVER, RELEASE AND ASSUMPTION OF RISK, AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS WAIVER, RELEASE AND ASSUMPTION OF RISK AND SIGN IT VOLUNTARILY.

Any person under the age of 18 must have a parent or guardian co-sign this form.

Name _____ Signature _____ Date _____

Guardian _____ Signature _____ Date _____