

KnockOut Pilates by Katie Orndorff – Waiver and Release of Liability

This is a legally binding release, waiver, indemnification of liability, and express assumption of risk. **PLEASE READ IT CAREFULLY BEFORE SIGNING.**

The individual named below (referred to as “Participant”) desires to participate in Pilates and other fitness programs (collectively “Pilates”) provided by KnockOut Pilates and Katie Orndorff (the “Company”). In consideration of being permitted by the Company to participate in Pilates and in recognition of the Company’s reliance hereon, Participant agrees, on behalf of Participant, his/her heirs, and his/her personal representatives, to all the terms and conditions set forth in this instrument (this “Release”).

Waiver and Assumption of Risk:

Participant understands that Pilates involves physical exertion, is strenuous, and that injuries, disability, death, and/or property damage may occur when participating in such activity. Participant accepts and assumes the risks associated with Pilates, including, but not limited to, equipment malfunction or failure, overexertion, inability to perform suggested exercises or maneuvers, physical or mental conditions that impede the ability to properly perform suggested exercises or maneuvers, failure to properly operate equipment, slips, trips, falls, and failure to follow instructions. Participant hereby freely and expressly assumes all risk of property damage, injury, and death associated with Pilates.

Participant understands that it is his/her responsibility to consult with a physician prior to and regarding participation in Pilates. Participant represents and warrants that he/she has no physical or mental condition that would prevent full participation in Pilates. Participant agrees to inform his/her instructor immediately of any physical or mental condition that would prevent his/her full participation in Pilates.

In consideration for participation in Pilates, whether in person or virtually, receiving instruction in a group, open studio session, private or semi-private sessions, or workshops and using the equipment and facilities, Participant hereby expressly waives and releases any and all claims which Participant may have, or which Participant may hereafter have, whether known or unknown, against the Company and its owners, partners, employees, independent contractors, directors, officers, agents, instructors, licensees, affiliates, and assigns arising out of or attributable in any way to Participant’s participation in Pilates, use of any equipment or facilities, and participation in any class, program, or workshop offered by the Company, whether arising out of the ordinary negligence of the Company or otherwise. This release is binding upon Participant, and Participant’s heirs, assigns, and legal representatives. Participant understands that by signing this Release, Participant is waiving any and all claims, of any kind arising out of or attributable to Participant’s participation in Pilates, including those claims that may be unknown to Participant, or which Participant does not suspect exist at this time.

Indemnification:

Participant shall defend, indemnify, and hold harmless the Company against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney’s fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by or awarded against the Company arising out of or resulting from any claim of a third party related to Participant’s participation in Pilates, including any claims arising out of Participant’s own negligence or the ordinary negligence of the Company.

Photo Release:

Participant understands that some of the Pilates activities will be provided virtually, and that Participant may be visible to other clients participating in the virtual activities. Participant grants the Company the irrevocable right and permission to photograph and/or record Participant and to use the photograph and/or recording for all purposes, including without limitation, advertising and promotional purposes and other commercial purposes, in any manner and in all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. Participant waives any right to inspect or approve the use of the photograph and/or recording, and acknowledges and agrees that the rights granted by this Release are without compensation of any kind.

Entire Agreement and Choice of Law:

This Release constitutes the sole and entire agreement of the Company and Participant 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 Release is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other term or provision of this Release. This Release is binding on and shall inure to the benefit of the Company and Participant and their respective heirs, successors, and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Salt lake City, Utah and Participant hereby consents to the exclusive jurisdiction of such courts.

Cancellation/Refund Policy:

A minimum of 24 hours’ notice is required for any booking change or cancellation. If this requirement is not met, the lesson will be charged at the regular rate. All packages are transferable to another person but are nonrefundable. All packages are valid for 60 days from the first date of use (not including holidays).

Participant has read the above release and waiver of liability and fully understands its contents. Participant voluntarily agrees to the terms and conditions stated above. If signing on behalf of a minor Participant, Parent/Guardian accepts full responsibility for Participant’s actions and hereby represents that he or she has authority to sign this Release on behalf of the minor Participant and hereby consents to the terms and conditions of this Release.

Participant’s Signature
(parent/guardian if under 18)

Date

Print Participant’s Name

Participant’s Email and Phone