

## **TruForm Pilates Liability Waiver**

TruForm Pilates, (referred to herein as the “studio”) and the undersigned client (referred to herein as the “client”), hereby agree to the following terms and conditions regarding client’s use of this TruForm Pilates facility.

### **CANCELLATION POLICY**

Scheduled Pilates sessions may be cancelled with 24 hours’ notice to the studio from the client. If notice of cancellation for a scheduled session is not received within 24 hours prior to a scheduled session, the client agrees to be charged for the session.

### **PHYSICAL CONDITION OF CLIENT**

The client represents, warrants, and agrees that the client is in good physical condition and that the client has no disability, impairment, or ailment that will prevent the client from engaging in active or passive exercise or that should be detrimental to the client’s health, safety, comfort, or physical condition should the client engage in active or passive exercise. The client acknowledges that the studio has neither made claims as to medical results nor suggested medical treatment to the client. The client acknowledges that the studio recommended that the client consult a physician prior to beginning this exercise program. The client understands that it is the client’s responsibility to inform the studio of any pain experienced before, during or after participating in the exercise program so that the exercise may be immediately terminated.

### **WAIVER AND INDEMNIFICATION**

Client is familiar with and recognizes the danger and risk of injury to person and or property which may result from the use of studio’s facilities, including, without limitation, injury from slipping and falling, excess fatigue or stress, muscle strain, or any other unforeseen cause. With full knowledge and understanding of such risks, client agrees to use the facilities and the studio’s services rendered to the client at his or her own risk and PERSONALLY ASSUMES THE RISK for any harm, injury, or damage that may occur as a result from use of trainer’s facilities. Client hereby fully and forever RELEASES, RELINQUISHES, ACQUITS, AND DISCHARGES TruForm Pilates and the trainer, as well as any owners, managers, employees, contractors or agents (collectively, “Released Parties”), from any and all claims, demands, actions, causes of action and rights (whether known, unknown, contingent, accrued, inchoate, or otherwise) which client may have against TruFrom Pilates, the trainer, or other Released Parties arising out of or relating to TruForm Pilates’ or trainers’s passive or active negligence. Client expressly warrants and represents and does hereby state and represent that no promise or agreement which is not herein expressed

has been made to him/her in executing this Release and Waiver of Liability, and that the client is not relying upon any statement or any representation of any of the Released Parties.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant Signature \_\_\_\_\_

Date \_\_\_\_\_

Parent/Guardian of Participant Under the age of 18 (at time of registration) This is to certify that I, as parent/guardian with legal responsibility for the above named participant, do consent and agree to his/her release, as provided above, of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from their negligence, to the fullest extent permitted by law.

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

Date \_\_\_\_\_