

WAIVER, RELEASE AND ASSUMPTION OF RISK

I hereby acknowledge and agree that in consideration of being permitted to participate in Pilates and/or any other type of physical exercise at Studio G Pilates, LLC (“Studio G”):

I understand that as a result of my participation in Pilates and/or any other type of physical exercise, I could suffer personal bodily and/or emotional injury and/or death. I freely accept and voluntarily assume all risks which may be associated with or result from my participation in Pilates and/or any other type of physical exercise at Studio G.

I recognize that an examination by a physician should be obtained by all individuals prior to participating in Pilates or any type of physical exercise. If I have chosen not to obtain a physician’s permission prior to participating in Pilates and/or any type of physical exercise at Studio G, I hereby agree that I am doing so at my own risk.

On behalf of myself and my heirs, executors, administrators and assigns, I hereby agree to hold harmless, release, indemnify and defend Studio G, its respective members, officers, directors, agents, servants, employees, contractors, and assigns, of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that I may sustain while participating in Pilates and/or any other type of physical exercise at Studio G. This waiver and release of liability includes, without limitation, any injuries and/or damages caused by equipment malfunction or failure, any slip or fall, and any negligent instruction or supervision by Studio G and its respective members, officers, directors, agents, servants, employees, contractors, and/or assigns.

I will not operate or handle any of Studio G’s equipment or exercise in Studio G without the supervision of an instructor. I will follow all instructions I receive from any instructor and follow all of the rules of Studio G at all times when I am at Studio G.

I acknowledge that I have a continuing responsibility to advise my instructor(s) of pregnancy, injury or any other medical condition prior to any lesson(s).

I will pay for any appointment that is not cancelled at least 24 hours in advance.

I acknowledge and agree that pre-paid lessons are valid for one year from the date of purchase.

The Waiver, Release and Assumption of Risk (the “Agreement”) shall be governed by the laws of the State of New York.

I understand and agree that in the event any clause, sentence or provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, sentence or provision shall not affect the validity or enforceability of the remaining provisions.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AND BINDING EFFECT. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY AN ATTORNEY PRIOR TO THE TIME I SIGNED IT. I REPRESENT THAT I AM SIGNING THIS AGREEMENT KNOWINGLY, VOLUNTARILY AND OF MY OWN FREE WILL.

Signature

Date

Parent or Legal Guardian for _____