



# PILATES

& CUSTOM FITNESS

## Waiver and Release of All Claims by Participant

I, \_\_\_\_\_, hereby accept all risks associated with my participation in wellness programs being offered by Pilates and Custom Fitness, LLC ("PCF"). In consideration of using the services of PCF, I release and forever discharge PCF, their employees, including trainer and any other officers, agents or volunteers ("RELEASEES") from any and all responsibilities or liability from injuries or damages to my person or personal property resulting from or connected with my participation in any of the wellness programs being offered by RELEASEES whether arising from the active or passive negligence of RELEASEES or otherwise.

1. I acknowledge and fully understand that I will be engaging in exercise and training activities that potentially involve the risk of serious injury, permanent disability, or death. Other possible risks may include social and economic losses which might result not only from the RELEASEES own actions, inaction, or negligence, but the actions, inactions, or negligence of others, the condition of the private or public premises, or any equipment. Further, that there may be other risks not known or not reasonably foreseeable at this time. I hereby assume full responsibility for all the foregoing risks, known and unknown, and accept responsibility for the damages following any injury, permanent disability, or death.
2. I further acknowledge and understand that PCF, its personal trainers and other employees are not licensed dieticians or physicians and that any information or guidelines provided by PCF, its personal trainers or other employees carries no warranty of any kind, expressed or implied, including, but not limited to, warranties regarding safety or suitability for a particular purpose. PCF and its employees will implement the most effective principles to help the participant achieve his or her goals within their scope of practice, but cannot guarantee that its products or workouts will be safe, effective, or suitable for everyone. For that reason, all such products, services, programs, techniques, and materials embodied in such products and services are offered without warranties or guarantees of any kind, expressed or implied, and PCF and its employees disclaim any liability, loss, or damages that may result from their use.
3. I understand that a physician's approval is highly recommended prior to participating in any fitness exercise program. I understand that it is my responsibility to fully disclose to my trainer any health issues or medication that are relevant to participation in a strenuous exercise program, inform the trainer if there are activities with which I do not feel comfortable, to cease exercise and report promptly any unusual feelings (e.g. chest discomfort, nausea, difficulty breathing, apparent injury, etc.) to my trainer and to clear my participation in any exercise program with my physician.
4. I have read this document in its entirety and agree to adhere to all its precepts, as well as all other terms and conditions of PCF's wellness programs. I understand the risk and benefits of the programs and any questions I may have had have been answered to my satisfaction. Upon participation, I do hereby discharge, release, and hold harmless PCF and their employees, including trainers and any other officers, agents, or volunteers, from any and all liability for damage claims or losses of any kind or character whatsoever resulting from any injury or condition I may suffer or resulting from my participation in PCF's wellness programs. This agreement applies not only to any and all physical injuries but to any and all claims from the damage to, loss of, or theft of property relating to my participation in PCF's wellness programs.
5. The agreement is intended to be broad and inclusive and shall be governed by and construed in accordance with the laws of Missouri. If any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

In signing this Waiver and Release of All Claims by Participant, I acknowledge and represent that I am 18 years of age or older, that I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing freely and voluntarily, and intend by my signature to bring about a complete and unconditional release of all liability to the greatest extent allowed by law.

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

Date: \_\_\_\_\_