

# Seaport Pilates Altar LLC Liability Waiver

## **PHYSICAL CONDITION OF CLIENT**

### **PREGNANCY**

Group Pilates mat based and Pilates Equipment classes can be attended during the first trimester of pregnancy. After this period, private sessions are recommended for the duration of your pregnancy.

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 Seaport Pilates Altar LLC and its trainers, as well as any owners, managers, employees, 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 Seaport Pilates Altar LLC trainer, or other Released Parties arising out of or relating to Seaport Pilates Altar LLC or trainer'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.

Client agrees that they themselves and their heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims they may have, now or in the future, against any Released Party, even if the Claims are based on the carelessness, negligence or gross negligence of a Released Party or anyone else. Without limiting the foregoing, I further release any recourse which I may now or hereafter have resulting from any decision of any Released Party.

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.

**ELECTRONIC SIGNATURE CONSENT** – By checking below, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use electronic signature with Seaport Pilates Altar LLC, for any documents will continue until such time you notify us in writing that you no longer wish to use an electronic signature. There's no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.