

Waiver & Release Agreement

Booking Policies & Procedures

ASSUMPTION OF RISK: I acknowledge that the participation in physical exercise and Pilates based instructional classes at Ultimate Pilates, hereinafter referred to as UP, and the entry to and use of the equipment, facilities and/or services at UP, naturally involves the risk of injury to me, whether I, UP, or someone else causes it. I further acknowledge that specific risks include injuries resulting from overexertion, physical adjustment, improper or negligent use of equipment, failure to follow trainer instructions, or injuries resulting from participation in an inappropriate level of physical exercise. As such, I understand and voluntarily accept these risks.

Initials_____

HEALTH WARRANTY: I represent that I am in good health, at least 18 years of age, have the necessary current medical approval to engage in physical exercise and Pilates based instructional classes at UP, and have no disability, impairment, injury, disease or ailment preventing me from engaging in physical exercise and Pilates based instructional classes which would cause risk of injury or adverse health consequences as a result of engaging in physical exercise and Pilates based instructional classes. I acknowledge that UP, is relying on this representation and I understand that UP, does not and will not investigate or certify my health or my fitness to participate in physical exercise and Pilates based instructional classes.

Initials_____

RELEASE AND WAIVER OF LIABILITY: I, individually, and on behalf of my spouse, partner, heirs, children, unborn children, next of kin, distributees, guardians, legal representatives, and assigns, agree not to sue and hereby agree to defend, indemnify, release and hold harmless UP, and its shareholders, officers, directors, employees, contractors and agents, and the owner of the UP, facility (collectively, the "Releasees") from all actions, claims, demands, suits, losses, liabilities, charges, expenses (including, without limitation, attorneys' fees), and costs of any nature whatsoever which may arise out of, relate to, or result from, any injury, including, without limitation, personal, bodily or mental injury, economic loss or any damage to me or my spouse or partner, guest, unborn child, or relatives resulting from my participation in physical exercise and Pilates based instructional classes at UP, entry or use of the facilities, equipment or services at UP, the negligence of UP, anyone on UP,'s behalf or anyone using the UP, equipment, facilities or services, except such as may arise out of the gross negligence or willful misconduct of the Releasees. This release and waiver of liability (this "Release") is intended to be a complete release of any responsibility for personal injuries and/or property loss/damage sustained by

me while at UP, whether using exercise equipment, participating in active or passive exercise, or not. I understand that this Release is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that if any portion of this Release is held invalid, I agree that the balance of this Release should continue in full force and effect.

Initials _____

GENERAL RULES AND POLICIES: I further agree (1) that all appointments must be confirmed which will be done by way of e-mail, (2) that classes will only be confirmed up to the amount of my pre-paid sessions, (3) that bookings cannot be confirmed beyond a month in advance, (4) that classes are subject to change without prior notice, (5) that classes are non-refundable and nontransferable, (6) that a 24 hour cancellation notice is required to avoid being charged for a confirmed class session (no exceptions) and that regular session members will lose that session and unlimited special members will be charged \$15 for a no show (absence without an ONLINE cancellation); all fees will be charged to my credit card on file, (7) that instructors for classes are subject to change without notice and that I am paying for a class and not an instructor, (8) to refrain from wearing strong perfumes, lotions or oils at UP, (9) to turn off my cell phone and other mobile handheld device(s) while at UP, (10) to wipe down any equipment I use following my work-out, and (11) that if my account has remained inactive for 30 days or more, that I am waiving my right to dispute any late charge that might have occurred while my account was active.

First Name

Last Name

Address: _____

Phone: _____

Emergency Contact(name and number) : _____

Email: _____

Signature: _____