

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ CELL PHONE #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ EC PHONE#: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ REFERRAL: \_\_\_\_\_

### **New Haven Pilates LLC - Waiver and Release of Liability**

This is a legally binding release, waiver, indemnification of liability, and express assumption of risk. **PLEASE READ IT CAREFULLY BEFORE SIGNING.**

Participant understands that Pilates, Barre, TRX Suspension and other fitness programs (hereinafter referred to as "Pilates, TRX or Barre") involve physical exertion, are strenuous, and that injuries may occur when participating in such activities.

Participant accepts and assumes the risks associated with Pilates, TRX or Barre, including, but not limited to, equipment malfunction or failure, overexertion, inability to perform suggested exercises or maneuvers, physical or mental conditions that impede the ability to properly perform suggested exercises or maneuvers, failure to properly operate equipment, and failure to follow instructions. Participant hereby freely and expressly assumes all risk of property damage, injury, and death associated with Pilates, TRX or Barre.

Participant understands that it is his/her responsibility to consult with a physician prior to and regarding participation in Pilates, TRX or Barre. Participant represents and warrants that he/she has no physical or mental condition that would prevent full participation in Pilates, TRX or Barre. Participant agrees to inform his/her instructor immediately of any physical or mental condition that would prevent his/her full participation in Pilates, TRX or Barre.

In consideration for participation in Pilates, TRX or Barre, receiving instruction in a group, private or semiprivate lessons, or workshops and using the equipment and facilities, Participant hereby agrees to release, hold harmless, and indemnify New Haven Pilates ("NHP") and its owners, partners, employees, independent contractors, directors, officers, agents, instructors, licensees and affiliates ("NHP") from any and all claims by or on behalf of Participant against NHP arising directly or indirectly out of Participant's participation in Pilates, TRX or Barre, use of any NHP equipment or facilities, and participation in any class, program, or workshop offered by NHP. This release includes claims and liabilities arising from any cause whatsoever, including, but not limited to, negligence on the part of NHP. This release is binding upon Participant, and Participant's heirs, administrators, executors, successors, assigns, and legal representatives.

If signing on behalf of a minor Participant, Parent/Guardian accepts full responsibility for any medical expenses incurred due to the minor's participation in Pilates, TRX or Barre and agrees to release, hold harmless, and indemnify (including costs and attorney's fees) NHP for any claims brought by or on behalf of the minor.

Cancellation/Refund Policy: 24-hour advance notice is required to change or cancel an appointment, class or session without charge. All purchases are nonrefundable. All Pilates purchased sessions and class packages have expiration dates from the date purchased. Please note that there are no refunds of unused sessions!

I have read the above release and waiver of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above.

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Participant's Signature & Date  
(parent/guardian if under 18)