

WAIVER OF LIABILITY AND INFORMED CONSENT RELEASE

The Pilates programming at KREADIV PILATES, LLC/KREADIV PILATES/AMY STEFFENS will begin at a low level and will be advanced in stages depending on my fitness level/ spinal condition. I acknowledge that it is important for me to exercise at my own rate and within my own level of comfort and ability. If at any time I am unsure of the exercise or am experiencing any discomfort/ pain, I will stop the exercise completely and inform the instructor. I have been advised and I understand that participation in exercises and conditioning activities, like any physical conditioning activity or exercise program, presents some unavoidable risk of injury, especially to people who have preexisting injuries, illness or medical disabilities. I understand that the use of exercise equipment also carries with it a risk of injury. I recognize that many changes may occur as a result of these exercise lessons, including possible short-term aggravation of some symptoms, feelings of tiredness, lightheadedness, increased energy, mood changes, etc.

I voluntarily consent to participate in an exercise program and/or assessment with Kreadiv Pilates/Kreadiv Pilates, LLC/Amy Steffens I accept and assume the risks associated with Pilates, Barre, and personal training 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. I hereby freely and expressly assume all risk of property damage, injury, and death associated with Pilates/fitness training.

I understand that it is my responsibility to consult with a physician prior to and regarding participation in Pilates/fitness training. I represent and warrant that I have no physical or mental condition that would prevent full participation in Pilates/fitness training. I agree to inform my instructor immediately of any physical or mental condition that would prevent my full participation in Pilates. In consideration for participation in Pilates/fitness training, receiving instruction in a group, private (at Kreadiv Pilates or at my place of residence), or semi-private lessons, or workshops and using the equipment and facilities, I hereby agree to release, hold harmless, and indemnify Kreadiv Pilates/Kreadiv Pilates, LLC/ Amy Steffens from any and all claims by me or on my behalf against Kreadiv Pilates/Kreadiv Pilates, LLC/ Amy Steffens directly or indirectly out of my participation in Pilates, use of any equipment and facilities, and participation in any class, program, or workshop offered by Kreadiv

Pilates/Kreadiv Pilates, LLC/ Amy Steffens. This release includes claims and liabilities arising from any cause whatsoever, including, but not limited to, negligence on the part of Kreadiv Pilates/Kreadiv Pilates, LLC/ Amy Steffens

. I understand that from time to time Kreadiv Pilates may film or photograph the classes, activities or services provided by Kreadiv Pilates. By checking the box below, I permit Kreadiv Pilates, LLC and its licensees or assignees to use, publish, reproduce, distribute, create derivative works of, perform, display and/or otherwise exploit my name, image, voice and likeness, either complete or in part, alone or in conjunction with any wording, for uses including publicity and/or merchandising and/or editorial purposes with any part of the business of Kreadiv Pilates any manner and in all forms of media whether now existing or developed in the future. I hereby waive any right to inspect and approve the photographs or videos or the printed/digital/electronic matter that may be used in conjunction with them now or in the future, regardless of whether that use is known or unknown. I waive any right to copyright or royalties or other compensation from or related to use of the photography or videos or adaptations thereof.

I have read the above release form and waiver of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above. I acknowledge that this waiver may be pleaded in response as a bar to any legal proceeding taken by me or on my behalf.

This release is binding upon Participant, and Participants heirs, assigns, and legal representatives. If signing on behalf of a minor, Participant's Parent/Guardian accepts full responsibility for any medical expenses incurred due to the minor's participation in Pilates/fitness training and agrees to release, hold harmless, and indemnify (including costs and attorney's fees) Kreadiv Pilates/Kreadiv Pilates, LLC/ Amy Steffens for any claims brought by or on behalf of the minor. 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.

KREADIV PILATES, LLC/KREADIV PILATES/AMY STEFFENS shall not be responsible or liable for any articles lost, stolen, or damaged, in or about the studio.

SIGNATURE _____(Parent/Guardian if under 18)

DATE _____