

WAIVER OF LIABILITY AND PROSPECTIVE RELEASE FORM FOR SOUL RESTORATION PILATES

I declare that I am over 18 years of age (or have otherwise provided parental consent) and acknowledge and understand that I have voluntarily chosen to participate in the classes and activities offered by SOUL RESTORATION PILATES.

I acknowledge and agree that the workouts are a recreational sports activity and may involve strenuous physical activity including, but not limited to stretches, lifts, use of props, use of reformer machines, gymnastic movements, strenuous bodyweight exercises and other strenuous activities that I am not obliged to perform, nor am I obliged to participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during classes.

I understand that there are inherent risks in all aspects of physical exercise and I acknowledge that I have been informed of the possible strenuous nature of training. I agree that prior to my participation I will inform SOUL RESTORATION PILATES of any known medical conditions or factors that may place me at risk. SOUL RESTORATION PILATES may request a medical release from my medical practitioner prior to participation. I will inform SOUL RESTORATION PILATES of any symptoms before, during and after participation in a SOUL RESTORATION PILATES class.

I also understand that if I am a prenatal or postnatal client, I must consult with my physician and receive clearance to perform physical exercise.

I release SOUL RESTORATION PILATES and its staff, employers and agents from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the classes, activities and services provided by SOUL RESTORATION PILATES. I knowingly waive the right to a jury trial and the right to punitive damages in connection with any claim arising out of or relating to my participation in such classes, activities, and services, or this waiver and prospective release.

I agree to hold harmless and indemnify SOUL RESTORATION PILATES and its employees and agents from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in any program, activity or service provided by SOUL RESTORATION PILATES. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full force and effect.

In checking the box below I agree that I have not experienced any injury, back, neck or joint pain, restricted movement, heart issues, asthma, or high or low blood pressure, arthritis, slipped or bulging vertebral disk, pelvic floor conditions, dizziness, diabetes, epilepsy, hernia, bone degeneration, high cholesterol, allergies or chronic illness. I also declare that I have notified SOUL RESTORATION PILATES if I am pregnant and/or have given birth in the last 12 months, or if I have undergone surgery in the past 12 months.

If any of the above health conditions apply to you, please include full details in this form.

SOUL RESTORATION PILATES shall not undertake any obligation (whether contractually, at common law or otherwise) to advise or treat me in relation to any of the matters referred to in the preceding paragraph. I acknowledge that it is my obligation and mine alone to take responsibility for my health and wellbeing during any type of exercise I undertake with SOUL RESTORATION PILATES.

By checking this box below, I acknowledge that SOUL RESTORATION PILATES shall not be liable or responsible to me for articles lost, damaged or stolen from any of its studios.

By checking the box below I also acknowledge that I am aware that to ensure that SOUL RESTORATION PILATES is able to provide me with the best possible service.

I understand that from time to time SOUL RESTORATION PILATES and/or its employees or contractors may film or photograph the classes, activities or services provided by SOUL RESTORATION PILATES. By checking the box below, I permit SOUL RESTORATION PILATES 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 in any country in connection with any part of the business of SOUL RESTORATION PILATES in 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.

All persons under 18 years of age must have a Waiver of Liability signed on their behalf by a parent or guardian before attending a SOUL RESTORATION PILATES class. Once the parent or guardian has signed the waiver, persons under 18 years of age may attend SOUL RESTORATION PILATES classes.

Please note: terms and conditions of this release form and waiver of liability are subject to change without notice.

COVID-19 Waiver of Liability and Hold Harmless Agreement

In consideration for receiving permission to be on premises at SOUL RESTORATION PILATES (hereinafter the “Activity or Activities”), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
2. I understand that SOUL RESTORATION PILATES cannot prevent me or other guests from becoming exposed to, contracting, or spreading COVID-19 while participating in the Activities. It is not possible to prevent against the presence of the disease or the spread of the disease. Therefore, if you choose to participate in the Activities you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19, and the consequences that may result from such exposure, including but not limited to, physical injury, psychological injury, pain, suffering, illness, temporary or permanent disability, death or economic loss.

3. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities.
4. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby release, waive, discharge, and covenant not to sue (on behalf of myself and any minor children from whom I have the capacity contract) SOUL RESTORATION PILATES, and each of their respective owners, officers, directors, agents, employees and assigns (the “releasees”) from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.
5. I shall indemnify, defend and hold harmless the releasees from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
6. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above named releasees. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Ohio. I hereby knowingly and voluntarily waive any right to a jury trial of any dispute arising in connection with this agreement. I acknowledge that this waiver was expressly negotiated and is a material inducement the permission granted by releasees to be on premises and participate in the activities.

In signing this agreement, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the

foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.