

Waiver of Liability, Indemnity Agreement, and Assumption of Risk

Waiver: In consideration of permission to use (today and on all future dates) the property, facilities, equipment and services (collectively, the “Facilities and Services”) of Studio Pilates, Xtend Barre, Jana Credor and Studio Pilates, Ltd., the Undersigned, individually, as well as his/her heirs, personal representatives and assigns, does hereby **release, waive, discharge, hold harmless and covenant not to sue**, Studio Pilates, Xtend Barre, Jana Credor and Studio Pilates, Ltd., and each of their heirs, members, partners, principles, directors, shareholders, officers, representatives, family members, guests, contractors, affiliated companies and entities, volunteers, independent contractors, agents and employees (collectively, “Studio Pilates”) from any and all liabilities, claims, demands or causes of action (past, present or future) that I have or may hereafter have for any injuries, damages or death incurred as a result of my participation in Yoga/Pilates/Fitness or other Studio Pilates activities including, but not limited to, organized activities, classes, observation, or use of the Facilities and Services, **even if any such loss or damage is caused by the sole, concurrent or contributory negligence or fault of Studio Pilates**. I further **release, waive, discharge, hold harmless and covenant not to sue** Studio Pilates with respect to any and all claims (past, present and future) resulting from damage to, loss of, or theft of property, **even if any such loss or damage is caused, in whole or in part, by the negligence or fault of Studio Pilates**.

Indemnification and Hold Harmless: The Undersigned further **agrees to protect, defend, indemnify and hold harmless Studio Pilates** from and against any and all liabilities, claims, demands, causes of action and damages, including attorneys fees, resulting from any accident, incident, occurrence, damages or death, and arising out of, incidental to or in any way resulting from my participation in Yoga/Pilates/Fitness or other Studio Pilates activities or use of the Facilities and Services, whether or not such injury, damages or death is caused, in whole or in part, by Studio Pilates’ own negligence, negligence per se, gross negligence or strict liability. It is understood that this indemnity shall include, without limitation, any claims, losses, damages, causes of action, suits, and liabilities arising in favor of any invitee, family member, or any other person who comes to or uses the Facilities and Services with my express or implied permission and any persons asserting derivative claims by, through or under any of the foregoing persons.

Severability and Venue: The Undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be a “general” release and waiver, and is to be interpreted as broadly and inclusively as is permitted by the law of Texas, and that if any portion thereof is held invalid, it is agreed that the remaining portions shall, notwithstanding, continue in full legal force and effect. Likewise, the Undersigned agrees that any legal action must be brought solely in Brazos County, Texas.

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Studio Pilates has facilities for, and provides for, activities such as weight lifting, walking, jogging and running, aerobic activities, yoga and Pilates. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity, which places stress on the cardiovascular system. The specific risks vary from one activity to another, but in each activity the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as loss of sight, joint or back injuries, concussions, and heart attacks to 3) catastrophic injuries including paralysis and death.

The Undersigned hereby acknowledges that s/he has read the previous paragraphs and knows the nature of the activities at Studio Pilates, understands the demands of those activities relative to his/her physical condition and skill level, and appreciates the types of injuries, which may occur as a result of activities

made possible at Studio Pilates. The Undersigned hereby asserts that his/her participation is voluntary and that s/he knowingly assumes all such risks.

The Undersigned further warrants and represents that s/he is in good physical and mental health and not suffering from any condition, disease or disablement which would or could potentially affect participation in activities in the Facilities and Services.

Acknowledgment of Understanding: The Undersigned hereby acknowledges that s/he has read this Waiver of Liability, Indemnity Agreement and Assumption of Risk and fully understands its terms. The Undersigned further acknowledges that s/he is signing freely, voluntarily and without any fraud or duress. The Undersigned is knowingly giving up substantial rights, including the right to sue, and intends his/her signature to be a complete and unconditional release of liability to the greatest extent permitted, and a complete assumption of the inherent risks of participating or observing activities at Studio Pilates. The Undersigned has read and understands all of the above and wish to participate in the services offered by Studio Pilates.

The Undersigned affirmatively acknowledges and understands that no warranty, either express or implied, is made by Studio Pilates as to the condition or fitness for any purpose of the Facilities and Services.

This Agreement shall remain in full force and effect until revoked in writing by the Signatory below and acknowledged in writing by an authorized representative of Studio Pilates.

I UNDERSTAND AND EXPRESSLY ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT, I HAVE ASSUMED RESPONSIBILITY AND LEGAL LIABILITY FOR THE CLAIMS, INCLUDING BUT NOT LIMITED TO DEFENSE COSTS, AGAINST ME AS A RESULT OF MY PARTICIPATION IN ACTIVITIES OR EVENTS ASSOCIATED WITH THE FACILITIES AND SERVICES. I UNDERSTAND AND EXPRESSLY ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I HAVE GIVEN UP CERTAIN RIGHTS AND/OR POSSIBLE CLAIMS WHICH I MIGHT OTHERWISE ASSERT OR MAINTAIN AGAINST STUDIO PILATES, INCLUDING BUT NOT LIMITED TO RIGHTS ARISING FROM OR CLAIMS FOR THE ACTS OR OMISSIONS, FAULT, NEGLIGENCE OF ANY NATURE OR DEGREE OF STUDIO PILATES.

THIS AGREEMENT SHALL BE BINDING UPON MY SPOUSE, HEIRS, NEXT OF KIN, EXECUTORS, AND ADMINISTRATORS OF THE UNDERSIGNED.

My signature below indicates that I have read this entire Agreement, understand it completely, and agree to be bound by its terms.

Dated and signed this _____ day of _____, 2013.

Signature of Client

Printed name of Client

Address: _____

