

## Waiver, Indemnity, and Release of Liability for Personal Euphoria, LLC

In consideration for the privilege of enrolling and/or participating in fitness classes offered by Personal Euphoria, LLC including, without limitation, Pilates, Barr, Interval Training, Strength Training, Core Balance, Dance, Yoga and other fitness classes ("Fitness Classes"), I hereby agree as follows:

1. I understand that there are inherent risks involved in Fitness Classes, **including the risk of serious physical injury or death ("Risks")**. I further understand that such Risks exist regardless of the skill level attributed to the Fitness Class, and that such **Risks may include, without limitation: joint dislocation, tendonitis, ligament sprain, back injury, cartilage tear, muscle damage, injury resulting from misuse of equipment, bone fracture, hernias, heat shock, cardiac arrest, respiratory distress, blood clots, dizziness, loss of consciousness, fluctuations in blood sugar, miscarriage, premature labor, other complications of pregnancy, complications to known and/or unknown medical conditions and other potentially significant and/or fatal injuries.**
2. I acknowledge and agree that due to the potential Risks of participating in Fitness Classes, I should consult with my physician(s) before starting any Fitness Classes. I understand that neither Personal Euphoria, LLC nor any of its Affiliates, Officers, Directors, Agents, Employees and/or Subcontractors (collectively, "**Personal Euphoria**") has expertise concerning any medical condition(s), and agree that it is my responsibility to consult with a physician to determine whether, due to any medical condition(s) that I have or may have, my participation in Fitness Classes presents any health or safety risk or other Risks to myself or others. I further acknowledge and agree that, while participating in Fitness Classes, it is my responsibility to consult with my physician(s) as may be necessary or appropriate concerning my fitness to participate.
3. I hereby represent and affirm that I have consulted with my physician(s) concerning my fitness to participate in Fitness Classes or have had a full and fair opportunity to do so. If I participate in Fitness Classes without consulting my physician(s) it is because I have elected to do so of my own free will and with full knowledge of the potential risk and/or Risks to myself and/or others. I hereby acknowledge that I understand the nature and content of the Fitness Classes and I have no questions concerning the exercises performed or equipment used during the Fitness Classes.
4. I agree, on behalf of myself, my heirs, assigns, successors, executors, administrators, and legal representatives, that I will not sue **Personal Euphoria** for money damages for personal injury, emotional distress, or property damage arising out of or relating to my participation in Fitness Classes.
5. And I further agree, on behalf of myself, my heirs, assigns, successors, executors, administrators, and legal representatives, that I will defend, indemnify, and forever hold harmless **Personal Euphoria** from and against any and all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including, without limitation reasonable attorneys' fees and costs) ("Claims") arising out of or relating to my participation in Fitness Classes and/or my use of equipment or facilities owned, leased or operated by **Personal Euphoria**, including Claims relating to personal injury, death, emotional distress, or property damage.

I UNDERSTAND, ACKNOWLEDGE AND AFFIRM THAT: I HAVE READ THIS WAIVER, INDEMNITY AND RELEASE OF LIABILITY AGREEMENT AND UNDERSTAND AND ACCEPT ITS TERMS; BY SIGNING THIS AGREEMENT, I ASSUME FULL RESPONSIBILITY FOR ALL RISKS ASSOCIATED WITH FITNESS CLASSES INCLUDING, WITHOUT LIMITATION, RISKS OF PHYSICAL INJURY OR DEATH; BY SIGNING THIS WAIVER, INDEMNITY AND RELEASE OF LIABILITY AGREEMENT, I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS; NO PROMISES OR INDUCEMENTS HAVE BEEN MADE TO ME EXCEPT AS SET FORTH IN THIS AGREEMENT; I AM SIGNING THIS AGREEMENT FREELY, KNOWINGLY AND VOLUNTARILY, INTENDING TO BE LEGALLY BOUND BY ITS TERMS.

PRINT NAME: \_\_\_\_\_

Signature of participant:\_\_\_\_\_ Date:\_\_\_\_\_

\* Being fully informed as to these Risks, I consent to the minor or individual over whom I hold legal guardianship participating in the activity and to the full effect of this Agreement.

Signature of parent or legal guardian:\_\_\_\_\_ Date:\_\_\_\_\_

Full Name: \_\_\_\_\_

Birthdate: \_\_\_\_\_

Address: \_\_\_\_\_ Town: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

In Case of Emergency Notify:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

1. How did you hear about this class? Who referred you? (Check all that apply)
  - Family/Friend
  - Park & Rec
  - Local Paper
  - Other: \_\_\_\_\_
2. Do you have any injuries, aches, or pains (recent or old)? Please describe.
3. Do you have any other health concerns (asthma, diabetes, high blood pressure, medications, osteoporosis, osteopenia, are you pregnant, etc.)
4. Are you currently doing other types of therapy? (massage, physical, chiropractic, etc.)
5. Are you or were you active in any sports, exercise programs, physical activity? Please describe.
6. Have you had any training in the Pilates method of movement? If yes, where?
7. What is your occupation? What does your typical day involve physically? (sitting at a computer, lifting, etc.)
8. What are your goals in taking this class? What do you want most from this program?