



**RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

1. In consideration of permission to utilize and/or payment to utilize, today and on all future dates, the property, facilities, and services of ***Brock Pilates, Inc. DBA Brock Athletic Pilates*** and any of its instructors, I, the undersigned, RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE ***Brock Pilates, Inc. DBA Brock Athletic Pilates***, its agents, owners, directors, officers, attorneys, employees, class instructors, insurers, independent contractors, landlord, guests and invitees, owners of the premises, successors and/or assigns, and all others acting on their behalf (hereinafter "RELEASEES") from any and all claims, demands, causes of action, damages or suits at law and/or equity of whatsoever kind, including but not limited to claims for personal injury, property damage or loss, medical expenses, loss of services, on account of or in any way related to or growing out of my presence at ***Brock Pilates, Inc. DBA Brock Athletic Pilates*** or use of any ***Brock Pilates, Inc. DBA Brock Athletic Pilates*** equipment or services, or participation in any class, program, or workshop offered by ***Brock Pilates, Inc. DBA Brock Athletic Pilates***, whether on- or off-site. I bind my heirs, executors or administrators to this agreement.

This waiver and release is intended to and does release the RELEASEES from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties, and the RELEASEES' negligence, including but not limited to negligence in the construction, maintenance and upkeep of ***Brock Pilates, Inc. DBA Brock Athletic Pilates*** and its equipment, negligence in training, and/or negligence in supervision. This is not intended to release the RELEASEES from any liability resulting from gross negligence or their intentional conduct. If, despite this Release, I, or anyone on my behalf, make a claim against any of the RELEASEES named above, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR ANY COST WHICH MAY BE INCURRED AS THE RESULT OF ANY SUCH CLAIM

I understand that executing this Waiver of Rights/Assumption of Risk is voluntary, but required in order to use the facilities at ***Brock Pilates, Inc. DBA Brock Athletic Pilates***.

2. ASSUMPTION OF RISKS:

I acknowledge and fully understand that I will be engaging in exercise and fitness training activities that potentially involve the risk of serious injury, permanent disability or death. The specific risks vary from one activity to another, but in each activity the risks include but are not limited to: 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as loss of sight, joint or back injuries, concussions, and heart attacks; 3) catastrophic injuries including paralysis and death. Other possible risks may include social and economic losses, which might result not only from the RELEASEES own actions, inactions or negligence, but the actions, inactions, or negligence of others, the condition of the private or public premises or any equipment. Further, that there may be other risks not known or not reasonably foreseeable at this time. I understand and hereby assume full responsibility for all the foregoing risks, known and unknown, and accept responsibility for the damages following any injury, permanent disability, or death.

3. I represent and warrant that I am physically fit and I have no medical condition, impairment, disease, infirmity or other illness or injury that would prevent my full participation in these classes, programs or workshops. I acknowledge that I have had a physical examination and been given my physician's permission to participate, or that I have decided to participate in the activity without the approval of my physician and regardless of either choice, I do hereby assume all responsibility for my participation and activity with ***Brock Pilates, Inc. DBA Brock Athletic Pilates.***

4. I understand that ***Brock Pilates, Inc. DBA Brock Athletic Pilates*** has a 24-hour appointment cancellation policy and that a full session fee will be charged for cancellations with less than 24-hours advanced notice. All sessions are to be paid in advance. Classes are non-transferrable, non-refundable and revocable at any time by ***Brock Pilates, Inc. DBA Brock Athletic Pilates.***

5. The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in Florida in the courts of Broward County. Furthermore, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs through appeal.

6. ACKNOWLEDGEMENT OF UNDERSTANDING:

I HAVE READ THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW IN THE STATE OF FLORIDA. FURTHERMORE, I AGREE THAT I AM AT LEAST 18 YEARS OF AGE AND OTHERWISE HAVE AUTHORITY TO SIGN THIS AGREEMENT.

Client's Signature: _____ Date: _____

Print Client's Name: _____

For parents or guardians of participants of a minor (age under 18 at the time of registration)

This is to certify that I, as a parent/guardian with legal responsibility for this participant, consent and agree to his/her release as provided above. I release and agree to indemnify and hold harmless the RELEASEES from any and all liability incidents resulting from my minor child's involvement or participation in the programs provided, even if arising from the negligence of the RELEASEES, to the fullest extent permitted by Florida law.

Print Name of Minor: _____

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____ Date: _____



Client Information

First Name _____ Last Name _____

Date of Birth _____ Gender: Female Male

Email address (please print) _____

Address _____

City _____ State _____ Zip _____

Phone (Home/Cell) _____

Emergency Contact _____ Phone _____

How did you hear about us? Online Search Sign Newsletter Flyer

Friend/Client – Please list name _____

Do you have any injuries, aches or pains? Please specify _____

Are you currently pregnant? _____

Do you have osteoporosis or any bone or joint problem? _____

Are you active in any sports, exercise programs, physical activity? Please describe type and frequency _____

Do you lose your balance because of dizziness? _____

Have you fallen in the past three months? _____

If there is anything you think we should know and have not asked, please explain _____
