



## Release Agreement

LIABILITY RELEASE, WAIVER, INDEMNIFICATION, EXPRESS ASSUMPTION OF RISK

THIS IS A LEGALLY BINDING DOCUMENT. READ IT CAREFULLY AND CHECK EACH BOX BEFORE SIGNING.

Participant \_\_\_\_\_ (“I”) hereby agrees to the following:

- 1. I AM PARTICIPATING IN PHYSICAL ACTIVITY AT TEMPLE PILATES STUDIO (STUDIO), OWNED AND OPERATED BY TEMPLE PILATES INC., LOCATED AT 1963 E MAIN STREET, VENTURA, CA, 93001, which may include, but is not limited to Pilates, Yoga, Body Rolling, Fascial Release and other physical fitness techniques, methods and exercises (“ACTIVITIES”).
- 2. I ACKNOWLEDGE AND UNDERSTAND THE INHERENT AND EXTREME RISKS IN ALL PHYSICAL CONDITIONING DISCIPLINES AND ACTIVITIES, including without limitation, the Pilates Method of physical conditioning, general physical fitness exercises, Yoga postures and practices, body rolling and fascial release techniques and applications and the use of any exercise equipment related to these ACTIVITIES thereto.
- 3. I FULLY UNDERSTAND THAT THERE ARE DANGERS AND RISKS INHERENT IN THE ACTIVITIES, INCLUDING THE RISK OF SERIOUS PERSONAL INJURIES, PARALYSIS AND DEATH.
  - I accept and assume all risks associated with these ACTIVITIES 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, misuse or failure of equipment, inattention or failure to follow instructions, actions of other participants, ineffective communication and unexpected, freakish events or accidents.
  - I acknowledge the list above is not inclusive of all possible risks associated with the ACTIVITIES and I agree that said list in no way limits the extent or reach of this release. I understand there are many other hazards and risks inherent to all ACTIVITIES.
  - I understand that the aforementioned hazards and risks are described by way of example only and there are numerous other hazards and risks inherent in all of the ACTIVITIES in which I may be exposed to or participate in at the Studio.
  - I voluntarily assume all such risks with full knowledge and appreciation of the danger and risk involved.

- 4. I REPRESENT AND WARRANT THAT I AM PHYSICALLY FIT AND COMPETENT TO PARTICIPATE IN ACTIVITIES.
  - I attest that I am unaware of any physical, medical or mental condition that would (a) prevent me from safely participating in the Activities or (b) endanger my health, safety or the health and safety of others due to my participation in one or more Activities.
  - I understand that it is my responsibility to consult with a physician prior to and regarding my participation in these Activities.
  - If I do have any existing medical condition, I attest that I have been cleared by my doctor to participate in Activities and have provided written details of the existing medical condition and any related limitations in the Student Information Form.
  
- 5. IN CONSIDERATION FOR MY BEING ALLOWED TO PARTICIPATE IN THE ACTIVITIES:
  - I, on behalf of myself, my family, heirs, successors, assigns, and anyone claiming any interest through me, hereby KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE, RELEASE, INDEMNIFY AND AGREE TO HOLD HARMLESS, all landowners and/ or agencies on whose property (owned, leased or otherwise) the Activities take place, and all sponsors, and all owners, officers, directors, employees, independent contractors, volunteers, agents, successors, assigns and representatives of Temple Pilates Studio (collectively referred to as the "RELEASED PARTIES") FROM ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES, AND LIABILITY (INCLUDING ATTORNEY FEES AND COSTS), THAT I, my family, heirs, successors, assigns, and anyone claiming any interest through me, MAY HAVE FOR ANY DAMAGE, INJURY, PARALYSIS, LOSS, OR DEATH TO MYSELF OR ANY OTHER PERSON OR PROPERTY ARISING OUT OF MY PARTICIPATION IN THE ACTIVITIES, whether such damage, injury, paralysis, loss, or death results from NEGLIGENCE of any of the Released Parties or from some other cause.
  - I understand and explicitly agree that neither I, my family, heirs, successors, assigns, or anyone claiming any interest through me, will bring any legal action whatsoever against any of the Released Parties as a result of any such damage, injury, paralysis, loss, or death to myself or any other person or property that arises out of my participation in the Activities.
  - I understand and agree that none of the Released Parties may be held liable or responsible in any way to me or my family, heirs, successors, assigns, or anyone claiming any interest through me, for any injury, death, or other damages that may occur as a result of my participation in the Activities or as a result of the negligence of any participant or party, including the Released Parties, whether passive or active.
  - I hereby personally assume all risks, whether foreseen or unforeseen, in connection with the Activities, for any harm, injury or damage that may befall me while I participate in an activity, including the risk of negligence of any party or participant, including the Released Parties.
  - I understand and agree that Temple Pilates Studio will not provide any insurance, or benefits, including workman's compensation benefits, on behalf of any participant in the Activities.

- 6. This document shall be governed by and interpreted under the laws of California, without regard to conflict of laws' provisions. If any lawsuit or claim is brought regarding of my participation in the Activities, I agree that jurisdiction and venue for such suit shall be in the state or federal courts located in Ventura or Los Angeles, CA, and hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise be entitled.
  
- 7. If any provision of this Agreement is or becomes invalid or unenforceable in whole or in part, such provision shall be deemed amended to conform to the requirements of the law so as to be valid and enforceable, or if it cannot be amended without materially altering the intention of the parties, it shall be stricken and the remainder of the Agreement shall remain in full force and effect.
  
- BY SIGNING THIS DOCUMENT, IT IS MY INTENT TO PERSONALLY ACCEPT FULL RESPONSIBILITY FOR AND ASSUME ALL RISK OF INJURY OR DEATH.
  - I understand that the terms of this document are contractual and not a mere recital and state that I have signed this document voluntarily and of my own free will.
  
  - I further affirm that I am at least 18 years of age and legally competent to sign this document.
  
  - If I am signing on behalf of a minor participant, as legal Parent/Guardian, I accept full responsibility for the minor's participation in Activities and agree to release, waiver, hold harmless, and indemnify and assume all risk of injury or death in accordance with the terms outlined in this document.

I hereby affirm have read this document in its entirety and I understand this liability release and express assumption of risk, and sign this document on behalf of myself, my heirs, assigns and legal representatives to evidence my agreement to each and every term and condition.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*(parent/guardian if under 18)*

Name: \_\_\_\_\_ Primary Phone: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

# Media Release Agreement

## CONSENT TO USE LIKENESS

Participant \_\_\_\_\_ (“I”) provides consent to use likeness and hereby agrees to the following:

I AM PARTICIPATING IN PHYSICAL ACTIVITY AT TEMPLE PILATES STUDIO (“STUDIO”), OWNED AND OPERATED BY TEMPLE PILATES INC., LOCATED AT 1963 E MAIN STREET, VENTURA, CA, 93001, which may include, but is not limited to Pilates, Yoga, Body Rolling, Fascial Release and other physical fitness techniques, methods and exercises (“ACTIVITIES”).

- I understand that my participation in the ACTIVITIES may be photographed and/or recorded and promoted by the STUDIO and the organizers and sponsors of the ACTIVITIES.
- In consideration for permission to participate in the ACTIVITIES, I hereby give absolute right and permission to the STUDIO, it’s owners, employees, officers, agents, licensees, successors and assigns to use my likeness for any purpose whatsoever, including, but not limited to, to publish, broadcast, and copyright my voice and video recording, name, picture, and likeness, or any material based upon or derived therefrom, or to refrain from doing so, in any manner or media whatsoever for all purposes whatsoever for any and all media and related advertising and promotion thereof.
- I agree that any voice and video recording, picture, or likeness of me, or anything derived from my participation in the ACTIVITIES that is created by the STUDIO is owned by by the STUDIO.
- If I should receive any print, negative, digital file or any other copy of media, I shall not authorize its use by anyone else. I shall have no right of approval, no claim to additional compensation, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any such use, alteration, distortion, or illusionary effect or other use in any composite form.
- I agree that this release does not in any way conflict with any existing commitment on my part.
- I affirm that I am at least 18 years of age and legally competent to sign this document. If I am signing on behalf of a minor participant, as legal Parent/Guardian, I accept full responsibility for the minor’s participation in Activities and I provide consent to use likeness in accordance with the terms outlined in this document.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*(parent/guardian if under 18)*

Name: \_\_\_\_\_ Primary Phone: \_\_\_\_\_

## Policies

### CONDUCT POLICY

Students are expected to act in a respectful, courteous, safe and attentive manner in the studio.

- Temple Pilates Studio has the right to refuse service to anyone, at any time.
- Students who are disruptive and/or do not abide by studio policies will be dismissed and will be expected to vacate the premises immediately upon request.

### SCHEDULING POLICY

Generally, students may book activities (sessions, classes and workshops) in advance with the following exceptions:

- Students with a negative balance for more than 30 days must bring account up to date before scheduling or attending a class.
- Students with a negative balance of more than \$200 must bring account up to date before scheduling or attending a class.

### CANCELLATION POLICY

Temple Pilates Studio has a 24-hour cancellation policy.

- There will be no charge if you cancel or reschedule a session 24 hours or more in advance of the reservation time.
- If you cancel less than 24-hours before your scheduled time you'll be charged the full amount of the session.
- To accommodate for unexpected illnesses and emergencies, clients are provided two free passes (two no-charge late cancels or schedule changes) per calendar year.

### PURCHASE POLICY

The following purchase policy applies to all Temple Pilates Studio sales / purchases.

- Refunds: All purchases and deposits are non-refundable.
- Transfers: Passes are only transferable within my immediate family (spouse, parent or children).
- Pass Expiration: Passes expire 6-months from the date of the pass/package purchase.
- Returned Checks: I agree that if I use a check and it is returned for insufficient funds, I will pay all related bank fees and/or additional expenses related to the failed payment, plus a 15% administrative fee for the extra time required to close payment. Upon second occurrence, I will no longer be eligible to pay with a check.

I have read this document in its entirety, and I understand and agree to each and every policy.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(parent/guardian if under 18)

Name: \_\_\_\_\_ Primary Phone: \_\_\_\_\_