



4TH STREET PILATES
401 Bloomfield St.
Hoboken, NJ 07030
201-704-0902
schedule@4thstreetpilates.com

LIABILITY WAIVER AGREEMENT

Please sign your name and date at bottom and submit to us.

I, the undersigned participant, am at least eighteen (18) years of age. In consideration of being permitted to enter the “4th Street Pilates” studio, use its facilities and equipment and participate in any class, health program or workshop offered by 4th Street Pilates (hereinafter collectively referred to as the “Program”), I hereby agree:

1. I will receive information and instruction while participating in the Program and recognize that the Program will require physical exertion, which may be strenuous and may cause physical injury and I am fully aware of the risks and hazards involved.

2. I fully understand and acknowledge that:

a) There are risks and dangers associated with participating in the Program, which would result in bodily injury, partial and/or total disability, paralysis and death.

b) The social and economic losses and/or damages, which could result from these dangers described herein above could be severe.

c) These risks and dangers may be caused by my action, inaction, or negligence or the action, inaction, negligence of others, including but not limited to the “Releasees” as defined and named herein below.

d) There may be risks not known to me or reasonably foreseeable at this time.

3. I accept and assume all risks and responsibilities for the losses and/or damage following such injury, disability, paralysis or death, however caused in whole or in part by the negligence of the Releasees named herein below.

4. I accept and assume all such risks and responsibilities for the losses and/or damages following such injury, disability, paralysis or death, however caused in whole or in part by the negligence of the Releasees named herein below.

5. I hereby acknowledge that participation in the Program is strictly voluntary and it is my responsibility to consult with a physician prior to and regarding participation in the Program, and I have no medical conditions that would restrict me from engaging in this type of physical activity. I understand that the Program is not a substitute for medical attention, diagnosis or treatment. I will notify my instructors immediately of any physical or mental condition that would prevent or impair my participation in the Program and/or if I become uncomfortable during the Program, for health, physical or any other reason I acknowledge that only I can know whether it is appropriate for me to engage in the activity suggested by my instructor, and at any time I am free to stop participating.

6. In consideration of being permitted to participate in the Program and use the 4th Street Pilates facilities, I, my heir or legal representatives, hereby waive, discharge and release, and covenant not to sue 4th Street Pilates, including its owners, partners, employees, independent contractors, directors, officers, agents, instructors licensee and affiliates and the landlord of the Kura Pilates studio (add in name of landlord and management company), including its owners, partners, employees, independent contractors, directors, officers, agents, instructors licensee and affiliates (hereinafter collectively referred to as the “Releasees”) for any and all claims, demands, losses or damages and any claims, demands, losses or damages therefore on account of any injury, including but not limited to death of the participant or damage to property, arising out of or related to the event(s) caused or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise.

7. I understand that 4th Street Pilates has the right to refuse to service anyone they feel may be in a compromised state rendering them unfit for exercise or other services offered by 4th Street Pilates.

8. I acknowledge that 4th Street Pilates has a 24-hour cancellation policy. All cancellations made prior to the 24 hours of a scheduled session will be credited back to my account for a single session. Package holders will not have a session deducted from their package. All cancellations made within 24 hours of a scheduled session will require payment in full for a single session. This includes switching sessions times on the same day. Package holders will have one session deducted from their package.

I expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of New York and if any portion is held invalid, that balance shall notwithstanding continue in full force and effect.

I have read this release and waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law.

Signature

Name

Date