



WAIVER AGREEMENT

Why You're Reading This Document

The purpose of this release and waiver (the "Waiver") is to openly communicate the risks of participating in our Pilates, **GYROTONIC® Method** and **GYROKINESIS® Method** and other training and have you release Body Evolutions of any liability.

Please be aware that by choosing to not sign this Waiver and agree to its terms, you will not be allowed to participate in our training.

If you are under the Age of Majority in California (18 years old), we will need the signature of your legal guardian as well.

PLEASE READ CAREFULLY, UNDERSTAND FULLY, AND ASK QUESTIONS IF ANYTHING IS UNCLEAR. WE ARE HERE TO SUPPORT YOU. MAKE SURE YOU UNDERSTAND THIS WAIVER. BY SIGNING THIS YOU AGREE YOU ARE SIGNING AWAY YOUR LEGAL RIGHTS AND YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.

1. **Parties.** We will refer to Body Evolutions LLC, a limited liability company registered in the State of California, as "Body Evolutions", "us" or "we" and we'll refer to you, the undersigned (electronically or by hand) or person who has clicked "I Agree" to this Waiver, as "you" or "your".
2. **The Activities.** At Body Evolutions, you will be participating in transformative and uplifting Pilates, **GYROTONIC® Method** and **GYROKINESIS® Method** training, including reformer and mat Pilates, all of which may involve but are not limited to the following activities (the "Activities"):
 - 2.1. Flexibility training in the form of Pilates positions and exercise sequences, body weight exercises, use of Pilates equipment for stretching and resistance exercises, strength exercises, mobility, range of motion exercises, alignment work, breathing exercises, and relaxation exercises. The constant in all of the training is that the Activities involve moving in full ranges of motion, strength and postural training. The Activities may involve receiving adjustments from instructors, so please advise in advance if you do not want adjustments.
 - 2.2. Alignment work and exercises specifically for those suffering from sciatica, scoliosis, osteopenia, osteoporosis, or spinal stenosis ("Specialized Training").
 - 2.3. The Activities apply to any training made available for online streaming and participation. As this training will be taking place outside of Body Evolutions's facilities, we need you to acknowledge that you are responsible for the safe facilitation of the Activities.
3. **Equipment.** In the course of the Activities, you will use a variety of equipment (the "Equipment"), which may include but is not limited to: Pilates reformer, Cadillac, chairs, barrels, Ped-o-Pull, wall springboard, **GYROTONIC®** Pulley Tower Combination Unit and **GYROTONIC®** ladder. Please do not use any equipment not instructed by Body Evolutions.
4. **Inherent Risks.** You understand that participating in the Activities poses inherent risks, some more obvious/serious than others. Injuries include but are not limited to things like muscle tears, strains and other musculoskeletal injuries, sprains, broken bones, cardiovascular complications, dehydration, dizziness and fainting. These risks can result in serious harm and injuries that could change your quality of life and, in very rare and extreme circumstances, may even result in death. If you are participating in the Specialized Training, you understand that the risks are heightened due to your condition.
5. **Online Risks.** You acknowledge that there are additional risks posed by participating in the Activities online, whether through live streaming or recorded videos, as there will be no in-person supervision or space provided for you, and you will therefore need to ensure a safe space for the Activities, using your judgment how to best practice them and not push yourself too far or attempt Activities you feel unsure of what to do.
6. **Affirmation of Health.** By participating in any Activities at Body Evolutions, you affirm that you have sought medical advice regarding your fitness to practice Pilates, **GYROTONIC® Method** and **GYROKINESIS® Method** training. If you have not sought such advice, you must be certain that your medical and fitness levels are sufficient to participate in the Activities.



If you have a medical precondition or are participating in the Specialized Training, you must consult first with a medical professional and provide Body Evolutions with the details of your medical condition and physical fitness.

- 6.1. COVID-19 / Infectious Disease. Amidst the current developments surrounding communicable diseases, you acknowledge that by participating in the Activities you are affirming that you are healthy and able to engage in practice and are not at an increased risk due to COVID-19 or other infectious diseases. If you are suffering from symptoms of a communicable disease or are unsure of your health and ability to practice the Activities, please consult with your doctor and we urge you not to visit our studio or participate in our Activities. We are all in this together and it is important that we follow guidelines on social distancing, hygiene practices, and act with kindness and responsibility towards each other in order to ensure everyone's safety.
7. Voluntary Assumption of Risk. You have read this Waiver and understand the risks of participating in the Activities with Body Evolutions. Your e-signature of this Waiver and your participation in the training at Body Evolutions illustrate your voluntary participation and assumption of the risks of the Activities.
8. Minors. In California, you are considered a minor if you are under 18 years old. You are still welcome to participate in the Activities if you are a minor, however your parent or guardian must sign this Waiver on your behalf.
9. Release, Waiver and Indemnity. You hereby release Body Evolutions LLC, its members, directors, officers, contractors, employees, volunteers, agents, executors, administrators, successors, family members and assigns (the "Released Parties") from any liability and damages arising from death or personal injuries, including the contraction of COVID-19 or other communicable diseases, however caused including as a result of Body Evolutions's negligence, during your participation in the Activities at Body Evolutions. You are releasing the Released Parties at your own risk and you agree to forfeit any and all forms of legal recourse which may be available to you, including but not limited to any form of damages, as a result of your participation in the Activities. You agree that these provisions above apply to you, your family, heirs, executors or anyone else who may be able to bring a legal action on your behalf in the future.
10. Media Release. We think you're gorgeous and would love to show you off! By being a student at our studio, you agree to grant us the irrevocable right to use your image, likeness, photographs, video content, audio recordings of you captured in our studio or that you share with us online (via your own or others posting of you) as part of our online streaming, marketing and sales throughout the world and in perpetuity. You also release us from all claims you may have relating to the use mentioned in this section. Please let us know If you ever want us to stop using an image of you.
11. General Legal Provisions. Jurisdiction. This Waiver will be governed exclusively by the laws of the State of California. Severability. If any provisions of this Waiver are invalid or unenforceable, the other provisions in the Waiver will remain in full force and effect. Entire Agreement. This Waiver constitutes the entire agreement between the parties and replaces any prior agreements. Headings. The headings used in this Waiver are for stylistic purposes only and none of the content in the headings are intended to be legally binding. Online Agreement. We agree that this Agreement may be signed electronically or agreed to by having you click "I Agree", the effect of which will be the same as if signed by hand and the intention of which is that both parties desire to be bound by all the terms of the Agreement.

You agree that you have read this Waiver and the studio Personal Training Policies and Procedures and fully understand that by signing below, you acknowledge that you understand the above liability waiver and agree to be bound by all of its terms.

Participant Signature

Printed name _____
Signature _____ Date _____

Guardian Signature on Behalf of Minor:

Guardian Name: _____ Relation to Child: _____
Guardian Signature: _____