

PREMIER PILATES & WELLNESS
205 4th St. Castle Rock, CO 80104
Ph: 303-688-6117

WAIVER OF LIABILITY AND INFORMED CONSENT RELEASE

I have enrolled in a program of Pilates, Massage Therapy and/or Nutritional Counseling (the "Program") offered by Premier Pilates & Wellness. I have been informed and acknowledge that neither Premier Pilates & Wellness nor any of its members, agents or employees make or have made any claims as to the medical results that can or may be obtained through participation in the Program or use of Premier Pilates & Wellness' facilities and/or equipment. Neither Premier Pilates & Wellness nor any of its members, agents or employees have suggested any medical treatment to me. I have been instructed not to act on the advice given by any member, agent or employee of Premier Pilates & Wellness regarding medical treatment until such advice has been discussed with and evaluated by my physician.

I understand that participating in the Program presents some unavoidable risk of injury and/or death, especially to people who have preexisting injuries, illnesses or medical disabilities. I acknowledge and agree that I will be participating in the Program at my own risk, and assume all risk and responsibility for injuries I may incur as a direct or indirect result of my participation in the Program. I represent that I have not been instructed by any physician not to participate in the Program. I will immediately inform Premier Pilates & Wellness of any physical or medical condition or disability that may limit my ability to participate in the Program or use Premier Pilates & Wellness' facilities and/or equipment.

As lawful consideration for being admitted to the Program, I, for myself, my heirs, executors, administrators, legal representatives, successors and assigns, hereby waive, release, discharge and agree not to sue and to indemnify, defend and hold harmless Premier Pilates & Wellness and its members, agents and employees from any and all injuries, losses, claims and damages to any person or persons of any nature whatsoever, including claims arising from Premier Pilates & Wellness' own negligence, and all costs associated therewith, including attorney fees and consultant fees, arising from my participation in the Program.

This Waiver of Liability and Informed Consent Release shall be legally binding on me, my heirs, executors, administrators, legal representative, successors and assigns. Should I or my executors, administrators, legal representatives, successors or assigns assert a claim contrary to what I have agreed to in this Waiver of Liability and Informed Consent Release, the claiming party shall be liable for all expenses (including attorney fees and consultant fees) incurred by Premier Pilates & Wellness in defending such claim. This Waiver of Liability and Informed Consent Release may only be modified by a writing signed by a member of Premier Pilates & Wellness and myself, and any waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. I consent to the release by any third party to Premier Pilates & Wellness and its insurance carriers of my name and any medical information that relates to any injury or death I may suffer arising from my participation in the Program. Every term and provision of this Waiver of Liability and Informed Consent Release is intended to be severable. If any one or more of the provisions of this Waiver of Liability and Informed Consent Release is found to be unenforceable or invalid, that shall not affect the other terms and provisions hereof, which shall remain binding and enforceable.

I HAVE CAREFULLY READ THE ABOVE AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I MAY HAVE AND I EXECUTE THIS CONSENT OF MY OWN FREE WILL.

(Over)