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### **Activity Release of Liability – Read Carefully**

In exchange for participation in the activity of group fitness organized by dr pilates, Inc., of 418 N. Larchmont Blvd. Los Angeles, California, 90004 and/or use of the property, facilities and services of dr Pilates Inc. including participation from remote and home locations, I agree for myself and (if applicable) for the members of my family, to the following:

- 1) I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by dr pilates, or the employees, representatives or agents of dr pilates, Inc.
- 2) I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge dr pilates for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of dr pilates, whether caused by the fault of myself, my family, dr pilates or other third parties.
- 3) I agree to indemnify and defend dr pilates against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of dr pilates.
- 4) I agree to pay for all damages to the facilities of dr pilates caused by my or my families negligent, reckless, or willful actions.
- 5) I agree dr pilates, or the employees, representatives or agents or dr pilates consent to use my photographs and audio-visual recordings to promote the services offered by dr pilates, Inc. in advertising publications, marketing materials, publicity, or promotion. These collective images and recordings may be used on the dr pilates website, dr pilates emails, dr pilates Social Media Outlets including Facebook Instagram, Twitter, and other sites deemed necessary. I hereby assign all rights to the dr pilates, or the employees, representatives or agents of dr pilates, Inc., and release the dr pilates from liability that may arise from the photographs or recordings.
- 6) Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.

I have read this document and understand it. I further understand that by signing this release, I voluntarily surrender certain legal rights.

For Stretch Clients Only:

By signing this document, I acknowledge that I am voluntarily engaging in Active Isolated stretching, percussion therapy and manual GTO stimulation. Upon signing this consent form, I affirm that I have read this form in its entirety and that I have appropriately disclosed all relevant and pertinent health history information to the practitioner.

Pregnant clients (any stage) must provide a doctor's note prior to or at the time of taking class. We reserve the right to cancel a booked class without proper documents.

Our time together is valuable. In order to honor the commitment that each of us have made

to your appointment (private lessons, pilates classes, meditation, yoga, stretch, or massage), notice of cancellation or rescheduling of an appointment given less than 10 hours in advance will result in a full charge for that session.

For Pilates Group and Private Sessions:

All packages are non-refundable and non-transferable. Any class purchased via Dynamic Pricing is final sale. No exceptions. Toesox or other pilates grip socks are required. If you do not have grip socks and refuse to purchase them, you will lose your class credit.

Late Cancels and No Shows Policy

You must cancel class 10 hours in advance or you will be charged \$15 for that missed class. You may cancel class online or by calling the studio directly. This time period of cancellation will give another client the option to attend the class.

With session packs and privates, you will not be charged a fee, you will simply lose the class credit.

With Monthly/ Unlimited package, you will be charged a \$15 late cancel fee. Any client with an outstanding balance may not sign up for class until that balance has been settled.

For ClassPass members, you will not be charged a fee through dr Pilates as you have your own contract with ClassPass that must be adhered to.

Tardiness and Waitlist Policy

For your safety, please arrive ON TIME to your scheduled class. If you arrive 5 MINUTES AFTER the scheduled start time of your class, you may be subject to forfeiture of that class. Your slot will be offered to the next client on our waitlist. You may not be refunded for this class.

Pregnant clients (any stage) must provide a doctor's note prior to or at the time of taking class. We reserve the right to cancel a booked class without proper documents.

Parking:

Larchmont- Do not park behind the building. You will be towed. Street and residential parking is available. Please read street signs for more details.

Dynamic Pricing classes are Final Sale. These classes cannot be rescheduled. Dynamic Pricing classes must be used for the class day and time they are purchased for. No except

Special Limitation of Liability During the Coronavirus/COVID 19 Pandemic:

dr pilates takes the coronavirus pandemic very seriously and has put in place preventative measures to help reduce the spread of COVID-19; however, dr pilates cannot guarantee that you, your family, or your guests will not become infected with COVID-19. It is possible that attending classes, events and activities at dr pilates may place you in close physical contact with other members, attendees and staff and could increase the risk that you, your family members, and/or your guests contract COVID-19. You acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you, your family members and/or your guests may be exposed to or infected by COVID-19 at dr pilates studio and that such exposure or infection could result in personal injury, illness, permanent disability, and death. You understand the risk of becoming exposed to or infected by COVID-19 at dr pilates may result

from the actions, omissions, or negligence of yourself or others, including, but not limited to, dr pilates employees, members, and attendees.

By signing this document, enrolling online, and/or attending in person classes, events, activities, and other programs and/or entering the dr pilates studio facilities and using equipment, you voluntarily agree, on behalf of yourself, your heirs, personal representatives and/or assigns, and any minor child you may enroll: (a) to assume all of the foregoing risks and accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expense, of any kind (including, but not limited to, personal injury, disability, and death) that may occur to you or your family members in connection with attendance at dr pilates or as a result of participation in dr pilates programs ("Claims"); and (b) covenant not to sue, dr pilates its instructors, clients, and employees, from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto, based on the actions, omissions, or negligence of dr pilates, its instructors, members, and employees, whether a COVID-19 infection occurs before, during, or after attending dr pilates studio facilities or participating in any dr pilates program.