

PARTICIPANT RELEASE AND KNOWLEDGE OF AGREEMENT

- 1) I, _____, wish to participate in the exercise and training program offered by Soma Pilates. I understand there are inherent risks in participating in a program of strenuous exercise. Consequently, I have been examined by a physician of my choice and have obtained his/her approval for my participation in a fitness program within sixty (60) days of the date set forth below. No change has occurred in my physical condition since the date such approval was given which might affect my ability to participate in the fitness program. If a physician has not examined me, I agree to see a physician within sixty (60) days of the date set forth below to obtain his/her approval for my participation in a fitness program. I agree that Soma Pilates shall not be liable or responsible for any injuries to me resulting from my participation in the fitness program (whether at home, at the training studio, outdoors, or at a corporate, commercial, residential or other fitness facility) and I expressly release and discharge Soma Pilates, its owners, employees, agents and/or assigns, from all claims, actions, judgments and the like which I or my heirs, executors, administrators or assigns may have or claim to have as a result of any injury or other damage which may occur in connection with my participation in the fitness program, excepting only an injury caused by the gross negligence or intentional act of such person or persons. This Release shall be binding upon my heirs, executors, administrators and assigns.

I have read and understand this term: _____(initial)

- 2) I certify that the answers to the questions outlined on the PAR-Q form are true and complete to the best of my knowledge. I acknowledge that medical clearance is required if I have answered "Yes" to any of the questions on the PAR-Q form. I understand and agree that it is my responsibility to inform my instructor of any conditions or changes in my health, now and on going, which might affect my ability to exercise safely and with minimal risk of injury.

I have read and understand this term: _____(initial)

- 3) I understand that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my training sessions. I understand that should I feel lightheaded, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity and inform my instructor.

I have read and understand this term: _____(initial)

- 4) I understand the results of any fitness program cannot be guaranteed and my progress depends on my effort and cooperation in and outside of the sessions.

I have read and understand this term: _____(initial)

- 5) I understand that all rates are based on 25, 55, or 85 minute sessions and should I arrive late, there is no guarantee I will receive the full session with my trainer. In return, if my instructor is late for a session, I will still receive the full session time.

I have read and understand this term: _____(initial)

- 6) I understand that Soma Pilates bills its Pilates clients on a pre-pay basis. Once my instructor and I have decided upon the type of training package and payment plan I will purchase, payment must be made before the sessions are conducted. Credit cards, cash and checks made payable to Soma Pilates are all accepted. I understand that all Pilates sessions are non-transferable and non-refundable. I also understand that all Pilates sessions must be redeemed within two years of purchase.

I have read and understand this term: _____(initial)

- 7) I understand that Soma Pilates operates on a scheduled appointment basis for all Pilates sessions and thus, requires that I provide 24 hours notice when canceling an appointment for a private or semi-private session. No charge will be levied should I cancel with MORE than 24 hours notice given. Should I cancel a session with LESS than 24 hours prior notice, I will be charged in full for that session. I understand that Soma Pilates recommends that all cancelled sessions be rescheduled to ensure consistency and fitness progress.

I have read and understand this term: _____(initial)

8) I understand that Soma Pilates offers group classes in either a drop-in or series format. For drop-in classes space in any class is not guaranteed until I make a reservation. Once a reservation for a class has been made it is required that I provide 24 hours notice when canceling a reservation for a group class. No charge will be levied should I cancel with MORE than 24 hours notice given. Should I cancel a session with LESS than 24 hours prior notice, I will be charged in full for that session. I am always welcome to drop-in to any class I meet the prerequisites for without a reservation on a space available basis. Series classes are not cancellable or transferable.

I have read and understand this term: _____(initial)

9) I understand that during a Pilates session, my instructor may have to touch my muscles or joints to correct alignment and/or to focus my concentration on a particular muscle area to be targeted. If I feel uncomfortable or experience any type of discomfort with this form of touch, I will immediately request that my trainer discontinue using this technique.

I have read and understand this term: _____(initial)

10) I understand that the usage of any nutritional supplements is done under my own will and has not been prescribed by my instructor.

I have read and understand this term: _____(initial)

11) I understand that should my instructor become ill or is away on holiday, another instructor will be assigned to me so that my fitness progress does not suffer. I also understand that in the event that my Pilates instructor is no longer employed by Soma Pilates a suitable instructor will be re-assigned to oversee my program and workout sessions.

I have read and understand this term: _____(initial)

Waiver and Release

The Member agrees that attendance or use of Soma Pilates facilities or participation in any of Soma Pilates activities or programs, including without limitation, use of Soma Pilates equipment and facilities, could cause injury to Member. As a material consideration for Soma Pilates to permit Member to become a member of Soma Pilates and to permit Member and his/her guests to use Soma Pilates and its facilities, Member, on Member's own behalf and on behalf of Member's guests, hereby assume all risks of injury, death, property loss or other damages which may result from or arise out of attendance at or use of Soma Pilates programs or activities. Member understand that the foregoing waiver of liability on Member's behalf and on behalf of Member or Responsible Party's guests shall apply to any and all claims against Soma Pilates and/or it's owners, shareholders, officers, directors, employees, agents or affiliates (collectively, the "Soma Pilates Affiliates") for any such personal injuries, death, property loss or any other damages connected to or arising out of any of the aforesaid risks.

Member hereby, on the behalf of Member and Member's heirs, executors, administrators and assigns, fully and forever release and discharge Soma Pilates and the Soma Pilates Affiliates, and each of them, from any and all claims, damages, demands, rights of action or causes of action, present and future, known or unknown, anticipated or unanticipated, resulting from or arising out of Member's attendance at or use of Soma Pilates or Soma Pilates facilities or Member's participation in any of Soma Pilates's activities or programs, including those which arise out of the negligence of Soma Pilates and/or Soma Pilates Affiliates. Further, Member hereby release and discharge Soma Pilates and the Soma Pilates Affiliates from any and all liability for any loss, theft or damage to personal property, including without limitation automobiles and the contents of lockers.

Member represents to Soma Pilates that Member is physically fit to perform those activates which Member may undertake at Soma Pilates and that Member are solely responsible for all health risks associated with such activities. Member understand that any evaluation or assessment of Member's physical fitness recommendation from Member's physician before undertaking a physical exercise program or engaging in any activities at Soma Pilates.

Member understands that Soma Pilates recommends that Member be examined by Member's physician and that Member consult with Member's physician regularly during the time that Member is engaged in activities at Soma Pilates. In addition, if Member has a history of heart disease, Member will consult a physician before joining. Member acknowledge that Soma Pilates Affiliates, including its employees, are not licensed medical practitioners, and that their advice is therefore limited in scope and is not a substitute for medical supervision and advice.

I hereby certify that I have read, understand and agree with all of the foregoing.

Signature

Name

Date