

## Agreement of Release and Waiver of Liability

I \_\_\_\_\_ Hereby agree to the following:

If you are taking any of the following services with Mind/Body: Balance, you must sign this waiver and submit it prior to the first day of services. Services with Mind/Body: Balance may be but not all inclusive: Pilates, Yoga, Fitness Coaching, Intuitive Eating, Get a Grip/ Aging Gracefully, Diabetes Education, other educational lectures.

I, the undersigned, in consideration of the use of physical fitness facilities with Mind/Body: Balance, declare and agree as follows:

I acknowledge that all training, fitness/ exercise, physical education and movement activities carry with them the potential for personal property damage, personal injury, accident and death.

I assume all risks of injury arising out of my participation in any Mind/Body: Balance sponsored fitness/exercise, movement/ educational activity, including my use of any Mind/Body: Balance fitness equipment. I assume all risk connected with participation with Mind/Body: Balance.

I certify that I am physically fit and able to participate in fitness/ exercise and movement/ educational activities and have not been advised otherwise by a qualified medical person. I have received sufficient training for participation in any fitness activity and equipment use. I am in good health and suffer NO physical impairment which would limit my use of Mind/Body: Balance facilities. I have no conditions which would prevent me from engaging in such activities or which would make such activities dangerous, harmful or inadvisable.

I release and agree to indemnify Mind/Body: Balance and its trustees and employees from any and all liability, loss, damage, expense, or cost of any nature whatsoever for any and all claims that are known or unknown, foreseen or unforeseen, future or contingent, for personal injury or property damage arising out of fitness/ exercise and movement/ education activities at Mind/Body: Balance. I acknowledge that Mind/Body: Balance has not and will not render any medical services including medical diagnosis of my physical condition.

I agree that I shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceedings against Mind/Body: Balance and/ or its trustees and employees arising out of, in relation to, or in connection with my use of any fitness equipment and/ or my participation in any Mind/Body: Balance sponsored fitness/ exercise and movement/ educational activity. I specifically agree that Mind/Body: Balance, its officers, employees, and agents shall not be liable for any claim, demand, cause of action of any kind resulting from or related to my use of facilities or

participation in any sport, exercise, or activity within or without the studio premises and I agree to hold Mind/Body: Balance harmless from the same.

I consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/ or illness during my participation in fitness/ exercise and movement/ educational activities at Mind/Body: Balance.

I attest that I am of legal age to sign this form as a binding legal document in accordance with its intention.

I have carefully read this release of liability and fully understand its contents. I agree to assume all risks of injury associated with fitness activities at Mind/Body: Balance. I agree not to make a claim against Mind/Body: Balance if I am injured while using fitness equipment or engaged in fitness/ exercise and movement/ educational activities. I voluntarily sign this agreement of my own free will.

\_\_\_\_\_  
Date Signature of Participant

If participant is under 18  
As a Legal Guardian of \_\_\_\_\_, I consent to the above terms and conditions.

\_\_\_\_\_  
Date Signature of parent/ Guardian of Participant

Witnessed by: \_\_\_\_\_

**Participant information:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Area Code:(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Birth Date: Month: \_\_\_\_\_ Day: \_\_\_\_\_ Year: \_\_\_\_\_

Who should be contacted incase of an emergency? \_\_\_\_\_

What is their relation to you? \_\_\_\_\_

Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ email address: \_\_\_\_\_