

**Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The novel Coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Breathe Pilates & Fitness LLC has put in place preventative measures to reduce the spread of COVID-19; however, Breathe Pilates & Fitness LLC cannot guarantee that you or your child(ren)will not become infected with COVID-19. Further, attending classes/training run by Breathe Pilates & Fitness LLC could increase your risk and your child(ren)’s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending classes/training run by Breathe Pilates & Fitness LLC, and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I understand that the risk of becoming exposed to or infected by COVID-19 while training/participating in classes run by Breathe Pilates & Fitness LLC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Breathe Pilates & Fitness LLC employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at training/classes or participation in training/classes programming run by Breathe Pilates & Fitness LLC .

On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Breathe Pilates & Fitness LLC, their employees, agents, and representatives, of and from all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Breathe Pilates & Fitness LLC, their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any fitness program.

Due to the COVID-19 Pandemic, I am taking extra precautions with the intake of each client. If you have any symptoms of COVID-19, I ask that you please stay home. Symptoms may include: fever, fatigue, dry cough, difficulty breathing, sore throat and/or loss of smell or taste.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, accept the following affirmations when training with Breathe Pilates & Fitness LLC.

* I understand the above symptoms and affirm that I, as well as all members of my family, do not currently have COVID-19.
* I understand that this business, Breathe Pilates & Fitness LLC, cannot be held liable should I experience exposure to the virus or any other contagion as a result of providing misinformation on this form.

By signing this form, I acknowledge the above to be true and the risks involved and do not hold Breathe Fitness responsible should I contract any contagion.

Name of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Minor Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Parent/Guardian (print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



**Breathe Pilates & Fitness LLC Release of Liability
and Assumption of Risk Agreement**

 Through the purchase of a Pilates/training session(s) or group exercise class(es), I have agreed voluntarily to participate in an exercise program, including, but not limited to, Pilates, strength training, flexibility development and aerobic exercise, under the guidance of **BREATHE PILATES & FITNESS LLC**. I hereby stipulate and agree that I am physically and mentally sound and currently have no physical conditions that would be aggravated by my involvement in an exercise program. I acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise and use of exercise equipment. I have provided verification from a licensed physician that I am able to participate in a general fitness-training regimen, or have decided to participate in the exercise activities, programs and use of equipment without the approval of my physician and consequently hereby assume all responsibility from my participation in said activities, programs and use of equipment. Just because **BREATHE PILATES & FITNESS LLC** may provide and/or maintain an exercise/fitness program for me does not constitute an acknowledgement, representation or indication of my physiological well-being or a medical opinion relating thereto.

 I understand and am aware that physical-fitness activities, including the use of equipment, are potentially hazardous activities. I am aware that participating in these types of activities, even when completed properly, can be dangerous. I am aware that potential risks and injuries associated with these types of activities include, but are not limited to: death, fainting, disorders in heartbeat, serious neck and spinal injuries that may result in complete or partial paralysis or brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the musculoskeletal system, and serious injury or impairment to other aspects of my body, general health and well-being.

I understand that I am responsible for my own medical insurance and will maintain that insurance throughout my entire period of participation with **BREATHE PILATES & FITNESS LLC**. I will assume any additional expenses incurred that go beyond my health coverage. I will notify the **BREATHE PILATES & FITNESS LLC** of any significant injury, illness or health problem that may require medical attention. I hereby consent to first aid, emergency medical care and admission to an accredited hospital or an emergency care center when necessary for executing such care and for treatment of injuries that I may sustain while participating in a fitness-training program.

Either **BREATHE PILATES & FITNESS LLC** or I will provide the equipment to be used in connection with my workouts, including, but not limited to, benches, dumbbells, barbells, exercise balls and bands, boxing equipment, balance boards and similar items. I represent and warrant any and all equipment I provide for training sessions is for personal use only. **BREATHE PILATES & FITNESS LLC** has not inspected my equipment and has no knowledge of its condition. I understand that I take sole responsibility for my equipment. I acknowledge that although **BREATHE PILATES & FITNESS LLC** takes precautions to maintain the equipment, any equipment may malfunction and/or cause potential injuries, I take sole responsibility to inspect any and all of my or **BREATHE PILATES & FITNESS LLC’** equipment prior to use. I also agree to follow the verbal instructions issued by the trainer. I take full responsibility for my well-being when exercising outdoors and in any public areas with **BREATHE PILATES & FITNESS LLC**

 Although **BREATHE PILATES & FITNESS LLC** will take precautions to ensure my safety, I expressly assume and accept sole responsibility for my safety and for any and all injuries that may occur. In consideration of being allowed to participate in the personal fitness training activities of **BREATHE PILATES & FITNESS LLC**, I, for myself and for my executors, administrators, and assigns, do hereby forever waive, release and discharge any and all claims against **BREATHE PILATES & FITNESS LLC** and any of its staff, officers, officials, volunteers, sponsors, agents, representatives, executors, successors, assigns and all others acting on its behalf, and agree to hold them harmless from any claims or losses, including but not limited to claims for any negligent act or omission, resulting in any injuries or expenses that I may incur while exercising or using any equipment at various sites, including home, or while traveling to and from training sessions. These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted with **BREATHE PILATES & FITNESS LLC**.

 I represent and warrant I am signing this agreement freely and willfully and not under fraud or duress.

HAVING READ THEABOVE TERMS AND INTENDING TO BE LEGALLY BOUND HEREBY AND UNDERSTANDING THIS DOCUMENT TO BE A COMPLETE WAIVER AND DISCLAIMER IN FAVOR OF **BREATHE PILATES & FITNESS LLC**. PAYMENT AND/OR MY SIGNATURE BELOW CONFIRMS THAT I HAVE AGREED TO THESE TERMS AND CONDITIONS.

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Print name Signature Date



To keep us all healthy and safe, please do the following upon entering the studio:

* Please use a hand sanitizer (provided) or wash your hands before starting your session.
* Please bring your own mat if needed (I’ll usually tell you beforehand), water bottle and bring a pair of sticky socks to wear (let me know if you need). When you enter, I will ask you to remove your shoes and put on your sticky socks outside of my studio. All personal items except for your mat, water bottle and cell phone should be left outside my studio in the mudroom.
* I am happy to wear a mask anytime you prefer\* (\* I may be wearing a mask at times—I help take care of my parents). I have added extra ventilation, a HEPA filter, strap covers and medical-grade cleaning supplies as well. I will ask before doing many touch-based adjustments, unless for safety concerns, and will stand at a distance if preferred.
* A bathroom will be available, but please note that my family does use it when they are home (not usually home during business hours), but I sanitize it daily.
* Please also sign and bring back the attached waivers and Par-Q form.
* Please stay home if you or any member of your family may be experiencing any Covid, flu or other highly contagious symptoms.

Let me know if you have any questions or concerns at all! I look forward to working with you and helping you to reach (and surpass) your goals.

By signing this form, I agree to follow all protocols above.

Name of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_