



INFORMED CONSENT AND RELEASE AGREEMENT

This **Informed Consent and Release Agreement ("Agreement")** is made on the date set forth below between **Dance Fusion, LLC dba COREdination Pilates (the "Pilates Studio")** and its Client, _____ (Print Your Name and Address) ("**You/Your**"), and shall remain in force until Client and/or the Pilates Studio discontinues the Activities & Services, defined below.

The Pilates Studio is pleased You desire to participate in classes offered by the Pilates Studio including, but not limited to, fitness, barre and Pilates classes and/or private instruction, workshops, meetings and/or events sponsored from time to time by the Pilates Studio (**collectively, the "Activities & Services"**), and

The Pilates Studio desires to provide the foregoing Activities & Services to You subject to the terms and conditions contained in this Agreement, and subject to Your timely payment for same according the Pilates Studio's regular rates which are subject to change with timely notice to You;

NOW THEREFORE, for good and valuable consideration the Parties agree and acknowledge as follows:

- 1. WHAT THE PILATES STUDIO IS AND IS NOT; INSTRUCTION; YOUR CONSENT.** The Pilates Studio provides exercise and fitness instruction in the Pilates method as developed and interpreted by the Pilates Studio (**the "Pilates method"**). The Pilates method is intended to improve Your physical strength, flexibility and posture, to enhance Your mental and physical awareness and well-being. During instruction of the Pilates method, the Pilates Studio may modify, adjust and/or correct Your form, posture, position or movement by verbal instruction and hands-on contact by its Instructors. By this Agreement and Your Participation in the Activities & Services, You expressly consent to such manner and form of instruction.

The Pilates Studio does not provide, and Pilates method is not a substitute for:

- Medical advice, treatment or manipulation,
- Physical, occupational or massage therapy or manipulation, or
- Any other physical or therapeutic service, treatment or instruction.

This is so even if the Pilates Studio Instructor teaching You is a licensed, certified and/or practicing professional in any of the above practices/professions, and this is so even if some of the equipment used in by the Pilates Studio is the same or similar to equipment used in the above medical or therapeutic practices. The Pilates method is not intended to diagnose, treat or cure any medical, physical, mental or emotional conditions. **All Pilates instruction, Activities & Services are non-medical and non-therapeutic.**

The Pilates Studio will endeavor to modify and/or tailor its instruction during the Activities & Services to accommodate the limitations and/or exercise contraindications You may have. However, if Your limitations and/or exercise contraindications are significant, You may not be eligible for group classes and may be asked, instead, to enroll in private instruction.

- 2. YOUR HEALTH & FITNESS; RISKS ASSOCIATED WITH ACTIVITIES & SERVICES; HOLD HARMLESS.**
 - A. Your state of fitness and health; Duty to keep the Pilates Studio informed.** You understand each individual (You included) has a different and differing capacity to participate in such Activities & Services, and each individual's state of fitness and/or health can and likely will change from time to time. The risks in undertaking or participating any activity, exercise or fitness program, including the Activities & Services, are directly related to Your state of fitness and/or health (physical, mental and/or emotional), and are further directly related to the awareness, care and skill with which You conduct Yourself in and during that activity, exercise and/or fitness program, such as the Activities & Services. It is Your responsibility to keep the Pilates Studio advised of Your state of fitness and/or health now and each and every time You participate in the Activities & Services.

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By entering into this Agreement and completing the **attached Registration and Client Exercise Limitations Form(s)**, You agree:

- 1) Your current state of fitness and/or health (physical, mental and/or emotional) is sound, and You are not currently suffering from any material condition, impairment, disease, infirmity or other illness or injury that would prevent Your participation in the Activities & Services,
- 2) If Your current state of fitness and/or health (physical, mental and/or emotional) changes, becomes unsound, or if you should begin to suffer from any condition, impairment, disease, infirmity or other illness or injury that would limit or prevent or impair Your participation in the Activities & Services, You will promptly advise the Pilates Studio, including by updating the attached form(s) which, among other things, the Pilates Studio utilizes to determine, in its sole discretion, among other things, the appropriate level of class for You, and so the Pilates Studio may utilize the same in providing instruction to You during Activities & Services, and
- 3) You will update the foregoing forms or provide notice to the Pilates Studio of any changes in Your state of fitness and/or health as frequently as the same might change, or upon request by the Pilates Studio.

B. Injuries, Disabilities and/or Limitations. If You are or if You should become injured, disabled or subject to physical limitations of any kind, and/or if You become under the care of a physician, chiropractor or physical/occupational therapist, **YOU shall immediately notify the Pilates Studio of same in writing, and shall provide to the Pilates Studio any written plan of care, guideline or activity limitation ("Treatment Plan") issued to YOU by such professionals signed by such professionals.** Because the information is critical to Your success and safety, the failure to provide such notification and/or information may result in You being dismissed, in the sole discretion of the Pilates Studio, from the Activities & Services until such Treatment Plan is provided. Again, the Pilates Studio's request for such a Treatment Plan is intended only to prevent injury, not to further or provide treatment (*see, Section 1 above*).

C. You are responsible to and for Your own body. While the Pilates Studio strives to provide safe instruction in a safe environment, You are responsible at all times for Your own body. You must stop all activity and immediately inform the Pilates Studio if You observe any unsafe condition at the Pilates Studio and/or if You experience any pain, discomfort or other symptoms during participation in the Activities & Services. You know Your body best; therefore, You are not only free, You are *encouraged*, at all times to monitor, delay or cease Your participation in the Activities & Services if You are experiencing any problems or discomfort. You agree You will comply with all directives of the Pilates Studio should they observe in You any symptoms of distress or abnormal response to the Activities & Services. You agree You will comply with all directives and/or directions of the Pilates Studio, including, without limitation, modifications intended to address limitations and/or exercise contraindications.

D. Doctor's Approval: You are strongly advised by the Pilates Studio to obtain a physical examination from and/or the approval of Your physician *before* beginning Your participation in the Activities & Services, and to repeat the same annually to review and confirm with Your physician the activity, exercise or fitness program best suited to and for You. If You elect not to obtain such medical services, You are participating in the Activities & Services at Your own risk. The Pilates Studio does not have the resources to review, and is not responsible for reviewing, Your decision to participate in the Activities & Services.

E. Risks from Participation in the Activities & Services; Release and Hold Harmless. You acknowledge Your participation in the activities, exercise or fitness program at the Pilates Studio, including the Activities & Services, may involve risk, including injury, economic loss, health consequences, disability

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and/or, in extreme cases, death. You knowingly and voluntarily assume all such risk and hereby expressly hold harmless and release from any and all damages, claims and/or liabilities the Pilates Studio, its owner(s), officer(s), instructor(s), agent(s), employee(s), contractor(s) and representative(s) for all loss, damage and/or harm of any kind to You resulting from, among other things, Your use of the Pilates Studio and/or facilities and participation in the activity, exercise and/or fitness program, such as the Activities & Services. You expressly assume full responsibility for Your health, safety and well-being, before, during and after participation in the Activities & Services, and for Your choice to use or apply, at Your own risk, any or all of the information or instruction You receive at the Pilates Studio. You agree and understand Your decision to participate in the Activities & Services is voluntary. You are solely responsible for obtaining appropriate insurance coverage when participating in the Activities & Services; the Pilates Studio does not and is not obligated to provide to You any insurance coverage.

3. RULES, REGULATIONS & POLICIES; INTERACTIONS WITH INSTRUCTORS AND/OR ASSISTANTS; TRADE SECRETS OF THE PILATES STUDIO'S INSTRUCTION AND METHODS:

A. Rules and Regulations. You have read, understand and agree to comply with and abide by the attached written rules, regulations and policies ("Rules") for use of the Pilates Studio which are subject to change with notice to You. You agree to act in a safe manner and to follow the instructions of the Pilates Studio at all times and to be responsible for any and all guests, including minor children, You bring to the Pilates Studio; failure to do so may result in You being dismissed from the Activities & Services. The Pilates Studio will inform You and/or other guests of any violation of the Rules of the Pilates Studio, and, when necessary, report such actions to the Pilates Studio Director, Amanda Martin.

B. Instructors. If You have a concern about an Instructor(s), You shall communicate the same only to the Pilates Studio Director, Amanda Martin. You shall not communicate the same with, reprimand or discipline any Instructor or contractor of the Pilates Studio.

C. Trade Secrets. You acknowledge and agree the techniques, exercises, information, methods, practices procedures and methods of instruction which You will utilize and/or experience during participation in the Activities & Services have been developed over years by the Pilates Studio, and are the confidential, proprietary, trade-secret protected information and property of the Pilates Studio. You shall not disclose and/or utilize the same, as an individual or teacher, in any capacity, directly or indirectly, at any time. You recognize immediate and irreparable harm will result to the Pilates Studio were You to do so.

Without limiting any remedy, the Pilates Studio has the unconditional right to revoke Your right to participate in the Activities & Services without refund of remaining balance for unused classes for violations of this Agreement.

WHEREFORE, the Parties have set their hands as of the date(s) set forth below.

Client

Signature of Client (or Parent/Guardian if Client is a Minor)

Print Name of Client, and Parent/Guardian if Client is a Minor

Email Address

Telephone

Date: _____

Emergency Contact: _____

Relationship to Client: _____

Dance Fusion, LLC dba COREdination Pilates

By: Amanda Martin

Its: Member

Date: _____

Attachments: _____
 _____ Registration Form - Dated _____
 _____ Exercise Limitation Form - Dated _____
 _____ Rules/Regulations/Policies - Dated _____