

## INFORMED CONSENT & RELEASE OF LIABILITY

I, \_\_\_\_\_, do hereby consent to participate in an exercise program at Blue Sky Pilates & Wellness, Inc. that will include one or more of the following: Pilates, strength and stretch exercises, cardiovascular exercises, or weight training.

I have been informed and understand that physical exercise has been associated with certain risks, including but not limited to, musculoskeletal injury, spinal injuries, abnormal blood pressure responses, and in rare instances heart attack, permanent paralysis and death. Every effort will be made to minimize these risks. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the program. I represent and warrant that I am physically fit and I have no medical, psychological or physiological condition that would prevent my full participation in any program with Blue Sky Pilates & Wellness, Inc.

I have read and understand the forgoing consent to participate in said program. I am aware that I may discontinue participation in the said program at any time. If at any time I have questions concerning the content, policies or procedures regarding the exercise program at Blue Sky Pilates & Wellness, Inc., I will discuss these questions with my instructor immediately.

In addition, I knowingly and freely agree to the following:

- a) I assume all risk of injury, disability and death, and all risk of damage to or loss of property arising out of my participation in this program, whether known or unknown;
- b) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, release, discharge and waive any and all liability of Blue Sky Pilates & Wellness, Inc., its owners, officers, agents and/or employees (all referred to as the "Releasees" in this document) for and against any injury, including death or disability and for damage to or loss of property which may be suffered by the undersigned arising out of, or in any way connected with the participation in said exercise program, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law; and
- c) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, indemnify and hold harmless the Releasees against all liability, claims, demands, actions, loss, or damage arising out of my participation in said exercise program, whether arising from the negligence of the Releasees or otherwise to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

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Participant Signature

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Date