

EXERCISE LIABILITY WAIVER AND RELEASE OF LIABILITY

Pursuit Pilates Club, LLC

Effective Date: Effective Immediately

This Exercise Liability Waiver and Release of Liability ("Waiver") is entered into by the undersigned participant ("Participant") in favor of Pursuit Pilates Club, LLC, a limited liability company organized under the laws of Massachusetts, its owners, members, employees, contractors, instructors, agents, and affiliates (collectively referred to as "Pursuit Pilates Club").

1. Scope of Activities

This waiver applies to all fitness and Pilates-related activities provided by Pursuit Pilates Club, LLC, including but not limited to in-person classes at any physical location, on-demand and live-streamed virtual classes, workshops, events, and any other services offered by Pursuit Pilates Club now or in the future, regardless of location or delivery method.

2. Assumption of Risk

I understand that participation in Pilates and other physical fitness programs involves inherent risks, including but not limited to the risk of bodily injury, strains, sprains, abnormal blood pressure, heart disorders, and, in rare cases, serious injury or death. I voluntarily choose to participate in such activities with full knowledge and understanding of these risks.

3. Participant Responsibility for Virtual Classes

I acknowledge that when participating in virtual classes (live or on-demand), I am solely responsible for ensuring that the space I use is safe, clear of hazards, and appropriate for physical activity. I understand that Pursuit Pilates Club cannot assess or monitor my environment or equipment and therefore cannot be held liable for any injury or damage arising from my use of such space or equipment.

4. Medical Clearance

I affirm that I am in good physical condition and do not suffer from any known disability or medical condition that would prevent or limit my participation in Pilates or exercise activities. I have either had a physical examination and been given clearance by a physician to participate, or I have decided to participate in these activities without such medical advice, and I assume all responsibility for my participation.

5. Release and Waiver

In consideration of being permitted to participate in classes, programs, and activities offered by Pursuit Pilates Club, I hereby voluntarily release, waive, and discharge Pursuit Pilates Club from any and all claims, demands, actions, or causes of action, including negligence, arising out of or related to any loss, damage, injury, or death that may be sustained by me while participating in any activity or while on the premises or using the services of Pursuit Pilates Club.

6. Indemnification

I agree to indemnify, defend, and hold harmless Pursuit Pilates Club from and against any and all liabilities, losses, damages, claims, and expenses (including reasonable attorneys' fees) arising from my participation in any activities or use of the premises or services.

7. Use of Image

I grant permission to Pursuit Pilates Club to use my likeness in photographs, videos, or other digital media taken during classes or events for promotional, educational, or other lawful purposes, without compensation.

8. Acknowledgment of Understanding

I have read this Waiver and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend for my signature to be a complete and unconditional release of all liability.

Print Name: _____

Signature: _____

Date: _____