

PERSONAL STATEMENT OF INFORMED CONSENT ASSUMPTION OF RISK AND WAIVER

Notice

By signing this document, you waive certain legal rights, including the right to sue Karol Ramirez and *Pilates with Karol*. You have the right to obtain independent legal advice on the effect of this document. You must read this document carefully before you sign it.

I wish to participate in the Pilates with Karol classes and I am aware that their Pilates classes are of a nature and kind that are strenuous, they require a moderate to significant degree of physical exertion and effort and are intended to challenge my cardiovascular endurance, stamina, strength, flexibility, coordination, agility, balance and accuracy.

I declare that I am physically fit and mentally capable of performing the Pilates classes provided by Pilates with Karol.

I understand that although Pilates with Karol takes steps to reduce the risk and increase the safety of its classes, it is not possible for Pilates with Karol to make these activities completely safe.

I understand that I am personally responsible for preparing prior to participating in, and for my attention during, these classes, and that I must follow the instructions and directions of the trainers employed by Pilates with Karol during those classes.

I understand that there are inherent risks associated with participating in the Pilates with Karol classes, and those risks include, but are not limited to, serious personal injury or death caused by the activities and services provided by Pilates with Karol, or caused by the condition of the facilities or equipment provided by Pilates with Karol. Some of those risks include but are not limited to the following:

- aggravation of any existing medical condition,
- injury to the musculoskeletal and/or cardio respiratory systems,
- injury or death due to negligence on the part of myself, my trainer, or other people around me,
- injury or death due to improper use or failure of equipment,
- injury or death due to a medical condition, whether known or unknown by me,
- abnormal blood pressure, chest discomfort, muscle cramps, muscle soreness, pain, discomfort, fatigue, nausea, heart failure, exercise-induced damage to muscles,
- slipping, falling, lacerations, bruising, dislocation, trauma,
- serious injury or death as a result of failure of the equipment,
- mental injury including but not limited to trauma, anxiety, shock and fears, and
- financial loss as a result of injuries or death.

I confirm Pilates with Karol have urged me to obtain a physical examination from a doctor and their approval before using any equipment or participating in any of the classes offered by Pilates with Karol.

I understand that I am responsible for communicating any physical and psychological concerns that might conflict with my participation in these Pilates classes.

I understand that it is not possible to list each and every risk, and willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in these Pilates classes.

I agree that in exchange for Pilates with Karol permitting me to participate in their classes I assume all the risks associates with the classes and accept full responsibility for any injury or death that may result from that participation in those classes.

I waive any and all claims that I have or may have against the trainer Karol Ramirez and all employees, agents, successors and assigns of Pilates with Karol, and release each of them from any liability for any loss, damage, expense or injury including death that I may suffer as a result of my participation in their Pilates classes, for any cause whatsoever.

I indemnify the trainer Karol Ramirez and Pilates with Karol, its employees, agents, successors and assigns for any liabilities, responsibility, demands, claims or actions that may be made against any of them in relation to my participation in their Pilates classes, including as a result of my use of the facilities, equipment and services provided by Pilates with Karol.

I understand that this agreement will be binding on my heirs, representatives, successors and assigns in the event of my death or incapacity.

In entering into this agreement, I am not relying on any oral or written statements made by Karol Ramirez and/or Pilates with Karol with respect to the safety of the Pilates classes, other than as set out in this document, and I understand that this waiver and release cannot be modified orally.

I confirm that I am over 18 years of age; that I have read and understood this document in full prior to signing it, and that I am aware that by signing it I am waiving my legal rights to sue Pilates with Karol, and that I intend to be legally bound by its terms.

Name of participant:

Date:

Signature of participant:

(type your name below to sign)