



## Waiver of Liability and Prospective Release Form for The Moving Company

I declare that I am over 18 years of age (or have otherwise provided parental consent) and acknowledge and understand that I have voluntarily chosen to participate in the classes and activities offered by THE MOVING COMPANY LLC.

I acknowledge and agree that the workouts are a recreational sports activity and may involve strenuous physical activity including, but not limited to stretches, lifts, use of props, use of reformer machines, gymnastic movements, strenuous bodyweight exercises and other strenuous activities that I am not obliged to perform, nor am I obliged to participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during classes.

I understand that there are inherent risks in all aspects of physical exercise and I acknowledge that I have been informed of the possible strenuous nature of training. I agree that prior to my participation I will inform Studio Pilates International of any known medical conditions or factors that may place me at risk. Studio Pilates International may request a medical release from my medical practitioner prior to participation. I will inform THE MOVING COMPANY of any symptoms before, during and after participation in a THE MOVING COMPANY class.

I also understand that if I am a prenatal or postnatal client, I must consult with my physician and receive clearance to perform physical exercise.

I release THE MOVING COMPANY and its staff, employers and agents from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the classes, activities and services provided by THE MOVING COMPANY. I knowingly waive the right to a jury trial and the right to punitive damages in connection with any claim arising out of or relating to my participation in such classes, activities, and services, or this waiver and prospective release.

I agree to hold harmless and indemnify THE MOVING COMPANY and its employees and agents from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in any program, activity or service provided by THE MOVING COMPANY. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full force and effect.

In signing below I agree that I will disclose any injury, back, neck or joint pain, restricted movement, heart issues, asthma, or high or low blood pressure, arthritis, slipped or bulging vertebral disk, pelvic floor conditions, dizziness, diabetes, epilepsy, hernia, bone degeneration, high cholesterol, allergies or chronic illness writing. I also declare that I have notified THE MOVING COMPANY if I am pregnant and/or have given birth in the last 12 months, or if I have undergone surgery in the past 12 months.

THE MOVING COMPANY shall not undertake any obligation (whether contractually, at common law or otherwise) to advise or treat me in relation to any of the matters referred to in the preceding paragraph. I acknowledge that it is my obligation and mine alone to take responsibility for my health and wellbeing during any type of exercise I undertake with THE MOVING COMPANY.

By signing below, I acknowledge that THE MOVING COMPANY shall not be liable or responsible to me for articles lost, damaged or stolen from any of its studios.

I have read the above release form and waiver of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above.

All persons under 18 years of age must have a Waiver of Liability signed on their behalf by a parent or guardian before attending a THE MOVING COMPANY class. Once the parent or guardian has signed the waiver, persons under 18 years of age may attend THE MOVING COMPANY classes.

**Please note: terms and conditions of this release form and waiver of liability are subject to change without notice.**

Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_