

# A.B.S. PILATES AND FITNESS

## Agreement and Release from Liability

Name: \_\_\_\_\_  
Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
\_\_\_\_\_

I understand that there are **serious** risks involved when participating in Pilates. Pilates involves substantial physical exertion and bodily strain. Pilates involves the use of equipment that may not be familiar to me. Pilates cannot be performed in a way that completely removes the risk of bodily injury, or the risk of aggravating any pre-existing injury that I may have. **Even if I provide ABS Pilates, LLC with information regarding pre-existing conditions I may have, I understand that ABS Pilates, LLC is not responsible for determining whether or not I am able or willing to assume the risk of participating in Pilates.**

As consideration for being permitted by Amanda Smith facilities, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE ABS Pilates, LLC, Amanda B. Smith and all employees or independent contractors of ABS Pilates, LLC (hereinafter referred to as "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or by any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while receiving instruction by Releasees, or while in, on or upon the premises where the instruction is being administered.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

I hereby elect to voluntarily participate in said activity, and to enter the premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

It is my express intent that this Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive. I further agree that this Agreement shall be construed in accordance with the laws of the State of Ohio.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between me and Amanda B. Smith, and/or its affiliated organizations. I am at least 18 years of age, and I sign it of my own free will.

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
[Parent Signature if Client is under 18 years of age]