



PILATES
move · align · center

CLIENT WAIVER

This agreement is dated _____, 2015 by and between _____ (client) and InnerArts, Inc. (DBA MAC Body Conditioning), from here on known as the Studio. Client wishes to participate in Studio's non-impact exercise program. Client and Studio agree to the following terms:

PHYSICAL CONDITION OF CLIENT

Client represents, warrants and agrees that Client is in good physical condition and that Client has no disability, impairment, or ailment that will prevent Client from engaging in active or passive exercise, or that could be detrimental to Client's health, safety, comfort or physical condition should Client so engage in active or passive exercise. **CLIENT ACKNOWLEDGES THAT STUDIO HAS NEITHER MADE CLAIMS AS TO MEDICAL RESULTS NOR SUGGESTED MEDICAL TREATMENT TO CLIENT.** Client hereby acknowledges that Studio recommended that Client consult a physician before starting this exercise program. Client understands that it is Client's responsibility and duty to inform the instructor of any pain experienced during or after exercise so that the exercise may be immediately terminated or changed to suit the Client.

WAIVER AND INDEMNIFICATION

Client is familiar with and recognizes the risk of injury to persons or property which may result from use of Studio facilities, including without limitation, injury resulting from slipping and falling, from suffering excessive fatigue or stress from unforeseen causes of

various kinds. With full knowledge and understanding of such risks, Client agrees that Client shall use the facilities at Client's own risk and hereby releases, indemnifies and agrees to hold harmless Studio, its owners, shareholders, directors, officers, employees, agents and assigns, collectively known as "Studio Parties", from any and all liabilities, demands, claims, actions and causes of action, costs and expenses (including attorney's fees) whatsoever, associated with injury or damage to a person or property 1) which may be caused by Client, or 2) which may be suffered by Client arising out of or connected with the use of any of the services or facilities of Studio whatsoever, or the premises where the same of any of the Studio Parties.

ENTIRE AGREEMENT

Client and Studio acknowledge that this Agreement, including without limitation the previous page hereof, constitutes their entire agreement and understanding. Studio makes no warranties and no representations, expressly or implied, other than those set forth herein. If any portion of this agreement is held unenforceable, such portion shall be disregarded and the remainder shall remain in full force and effect.

Client Signature

Danielle Sardi for InnerArts

NOTICE OF CA CIVIL CODE 1542

I acknowledge that I have read and am familiar with the following provisions of the California Civil Code 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Being aware of the aforementioned code section, I hereby expressly waive any rights which I may have under such civil code section against the Studio Parties, as well as under any other statutes or common law practices regarding releases from liability or of similar effect.

_____ Client

CLIENT INFORMATION SHEET

Name:

Birthday: _____ (dd/mm)

Responsible Party (for minor children only):

Address:

Email:

Phone: _____ () Cell () Home () Work

Alternate Phone: _____ () Cell () Home () Work

Emergency Contact:

_____ Contact

Phone #: _____

How did you hear about MAC Body Conditioning:
