

## WAIVER OF LIABILITY AND INDEMNIFICATION 9/2020

I agree that I am personally responsible for my safety and actions while attending Pilates Sports Center ("PSC" or the "Studio"). I agree to comply with all PSC Studio Policies, including but not limited to all guidelines, studio signage, web site and instructions.

I, the client, acknowledge all exercise and participation is done at my own risk, and that Pilates Sports Center is not liable for personal injury, theft or loss of personal property. I also acknowledge that PSC will not accept responsibility for theft or damage done to personal property left on the premises or for theft or damage to automobiles or personal property left in the parking lot of the Encino Pavilion. PSC suggests that clients do not bring valuables onto the premises. I hereby assume all risks associated with the use of PSC's facilities.

I affirm that I, as well as all household members, do not currently have, nor have experienced the following symptoms WITHIN THE LAST 14 DAYS: Fever 100F +, Non-allergy related runny nose, Unexplained body aches/pains, Digestive issues like diarrhea, dry cough, chills with or without aches, sore throat, unusual fatigue, unexplained sores on feet, conjunctivitis (pink eye) or shortness of breath.

- I affirm that I, as well as all household members, have not been diagnosed or knowingly been exposed to anyone diagnosed with COVID-19 WITHIN THE PAST 30 DAYS.
- I affirm that I, as well as all household members, have not traveled outside of the country, or to any city considered to be a "hot spot" for COVID-19 infections WITHIN THE PAST 30 DAYS.
- I affirm that I, as well as all household members, have not congregated with more than 10 people either masked or unmasked, (other than being in public ie. supermarket) WITHIN THE PAST 30 DAYS.

I understand that PSC cannot be held liable for any exposure to the COVID-19 virus caused by misinformation on this form or the health history provided by each client.

I agree that PSC may verify my temperature with a touchless thermometer at any time and terminate any session if I exhibit illness or fever over 100°.

I agree not visit the studio for a 14-day period if any of the above situations occur.

I hereby, hold PSC and its employees and officers, on behalf of my family, successors, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, harmless, and forever release, waive, discharge, and indemnify PSC against, any and all claims, including, but not limited to, personal injury, including bodily injury or death, and all property damage, arising out of or in any way connected with my use of PSC's facilities by myself, my guests, or invitees. The terms and conditions contained herein, along with the Studio Policies, constitute the full agreement between PSC and myself and no oral promises made are a part of it.

### **Waiver Related to Communicable Diseases:**

Because PSC is open for use by other individuals, I recognize that I am at higher risk of contracting communicable diseases or illnesses. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, hold harmless, waive any rights to sue, forever discharge, and covenant not to sue PSC, its officers, agents, servants, independent contractors, affiliates, and assigns, its successors, employees, directors, shareholders, and all persons, corporations, partnerships, and other entities with which it is or may in the future become affiliated (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 or any other illness or communicable disease, whether caused by the negligence of the Released Parties, any third-party using the "Studio", or otherwise, while participating in any activity while in, on, or around "PSC" and/or while using any "PSC" facilities, tools, equipment, or materials. I further agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by me or others under my supervision and control, against any of the Released Parties due to bodily injury, illness, death, loss of use, monetary loss, or any other injury or illness from or related to my use of the "PSC" facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19 or any other illness or injury suffered at PSC's studio.

SEE OTHER SIDE.....

By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the "Studio" to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be

bound by the same. If I sign on behalf of a minor for whom I am the parent or legal guardian, I fully understand that this waiver of liability also applies to the minor identified herein below.

I further agree that this Wavier of Liability shall be governed by and construed in accordance with California law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole.

*In response to COVID19 and out of respect to each other, our valued clients and our community, Pilates Sports Center is updating its studio policies in order to be compliant with acceptable national standards of cleanliness, safety, state/county mandates and to provide a safe, clean and effective workout environment; we are updating our Studio Policies effective Sept 2020.*

#### Studio Policies

- Cancellations must be made 24 hours prior to scheduled session/class.
- Wait listed persons must confirm their class upgrade confirmation to be able to attend.
- First session and any subsequent sessions must be secured via credit card prior to a confirmed booking.
- Series are NOT transferable/refundable/interchangeable or able to be sold starting Sept 21<sup>st</sup> 2020
- All sessions are approx. 45 minutes long
- No cell phones, pagers, children or pets in Studio
- All staff and clients must arrive perfume and fragrance free
- Studio reserves the right to assign a substitute teacher
- Clean socks are mandatory to use equipment and may not be stored at the studio
- At least 1 Private Session (by appointment) is required prior to taking any equipment classes
- Instructor must approve clients prior to admittance into group equipment classes
- Group format not allowed for those under 18 years old, injured, or those needing specific rehabilitation, rather privates are required.
- Please do not attend class if you are ill, symptomatic or contagious for the welfare of others
- Do not attend any class if you have been exposed to an ill person or have traveled, for a 14-day waiting period
- No early admittance to studio prior to scheduled session/class time. Please wait outside to be admitted by your instructor. (you may also wait in your vehicle and text your instructor)
- All clients and trainers must wear CLEAN OR NEW / WELL FITTING mask WITH NO VALVES that must cover nose, mouth and chin at all times upon entry and exit and during session as long as mandated by gov agencies. Face shields and Gaiters are not acceptable. PSC may require you to purchase a NEW disposable mask if yours is ill fitting or has valves or otherwise appears unacceptable.
- All shoes must be removed prior to entry to the studio – an area will be provided for shoes
- Hands must be washed or sanitized before and after all sessions and before any other in-person transaction
- CLEAN / NEW GLOVES MAY BE WORN
- Clean towel may be brought to the studio for your personal use only – Studio will not be providing towel service
- Personal clean hand/foot straps may be brought to the studio for your personal use only
- Any item left at the studio may be subject to disposal – please check your surroundings before departing
- All financial and scheduling transactions should be done via text, email or online rather than in person whenever possible
- All clients must depart directly after the session/class is over to allow sufficient cleaning and client transfer time between sessions
- 6 feet distance between persons at all times even while waiting outside of Studio
- Staff will disinfect all high touch areas hourly
- Staff will wash hands or disinfect hourly
- Staff will stay home if infected or exposed to any illness
- Studio has the right to refuse service to any who is non-compliant with any of these procedures

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Parent Signature (if participant is a minor) \_\_\_\_\_ Date \_\_\_\_\_