



## Waiver of Liability and Prospective Release Form

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 Form & Flow Pilates. I understand the nature of the Form & Flow Pilates' fitness activities and am qualified, willing and able to participate in such activities.

I acknowledge that Form & Flow Pilates Instructors hold qualifications, or are enrolled in a supervised training program for such qualifications as Pilates Instructors. Instructors do not hold a current Certificate III or IV in Fitness or a personal trainer qualification.

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, 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 Form & Flow Pilates of any known medical conditions or factors that may place me at risk. Form & Flow Pilates may request a medical release from my medical practitioner prior to participation. I will inform Form & Flow Pilates of any symptoms before, during and after participation in a Form & Flow Pilates class. I also understand that if I am a prenatal or postnatal client, that I must consult with my physician and receive clearance to perform physical exercise.

There are significant elements of risk in Pilates, as well as in any sports or exercise associated with the indoor or outdoor use of equipment incidental thereto. I acknowledge that the following describes some, BUT NOT ALL, of those risks: risks of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions and/or contusions, dehydration, oxygen shortage (anoxia), and/or exposure, head, neck, and/or spine injuries, allergic reaction, shock, paralysis or death. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

I fully accept and assume all such risks associated with Form & Flow Pilates and release Form & Flow Pilates and its staff 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 Form & Flow Pilates.

I agree to hold harmless and indemnify Form & Flow Pilates 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 Form & Flow Pilates. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full force and effect.

I declare that I have advised Form & Flow Pilates of 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.



I also declare that I have notified Form & Flow Pilates 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.

Form & Flow Pilates 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 Form & Flow Pilates. I give consent to certain physical corrections/touching that may be necessary to ensure proper technique and body alignment.

I acknowledge that recommendations or instruction provided by Form & Flow Pilates may not be tailored for my particular skill or ability level and it is my responsibility to assess whether I am able or want to participate in all or a part of a Pilates exercise or class.

I acknowledge that Form & Flow Pilates shall not be liable or responsible to me for articles lost, damaged or stolen from any of its venues.

I understand that from time-to-time Form & Flow Pilates and/or its employees or contractors may film or photograph the classes, activities or services provided by Form & Flow Pilates. I permit Form & Flow Pilates and its licensees or assignees to use, publish, reproduce, distribute, create derivative works of, perform, display and/or otherwise exploit my name, image, voice and likeness, either complete or in part, alone or in conjunction with any wording, for uses including publicity and/or merchandising and/or editorial purposes in any country in connection with any part of the business of Form & Flow Pilates in any manner and in all forms of media whether now existing or developed in the future. I hereby waive any right to inspect and approve the photographs or videos or the printed/digital/electronic matter that may be used in conjunction with them now or in the future, regardless of whether that use is known or unknown. I waive any right to copyright or royalties or other compensation from or related to use of the photography or videos or adaptations thereof.

The terms and conditions of this Release and Waiver of Liability are subject to change without notice. All persons under 18 years of age must have this form signed on their behalf by a parent or guardian before attending a Form & Flow Pilates class. Once the parent or guardian has signed the waiver, persons under 18 years of age may attend Form & Flow Pilates classes.

I, \_\_\_\_\_, acknowledge that I have read the above Release and Waiver of Liability and the Terms & Conditions (available at [formflowpilates.com.au](http://formflowpilates.com.au) or in hard copy from the studio) and fully understand their contents. I agree to the above Release and Waiver and the Terms & Conditions and confirm all the information provided by or on behalf of myself is true and correct and that I have provided Form & Flow Pilates all necessary information about my health that may restrict my ability to perform a class. I agree that my body is my responsibility, and I will let my instructor know if I experience any pain or discomfort during the class. I acknowledge that if the instructor feels that I am unfit to participate in the workout, they will request I discontinue the workout.

Signature \_\_\_\_\_

Date \_\_\_\_\_