

## Waiver and Release

### **LIABILITY RELEASE, WAIVER AND INDEMNIFICATION,**

### **EXPRESS ASSUMPTION OF RISK AND CONSENT TO USE LIKENESS**

THIS WAIVER AND RELEASE SPECIFICALLY INCLUDES ANY AND ALL NEGLIGENCE, BY WAY OF ACTION OR INACTION, BY ANY AGENTS AND/OR EMPLOYEES OF THE TAYLOR SISTERS, INC. D/B/A THE PILATES CENTER ("TPC").

THIS IS A LEGALLY BINDING RELEASE, WAIVER, INDEMNIFICATION OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK. Read it carefully before signing.

1. I hereby affirm that I have read this document in its entirety. I agree to each and every term and condition of this document.
2. I hereby acknowledge and understand the inherent extreme risks in all physical conditioning disciplines and activities, including without limitation, the Pilates Method of physical conditioning and use of exercise equipment related thereto ("Activities"). I also realize that risks may be caused by bad decision-making, inattention, actions of other participants, misuse or failure of equipment and freakish accidents that cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the Activities listed above, and I agree that said list in no way limits the extent or reach of this release. I understand that the aforementioned hazards and risks are described by way of example only, and that there are numerous other hazards and risks inherent in all of the Activities to which I may be exposed. I VOLUNTARILY ASSUME ALL SUCH RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGER AND RISK INVOLVED.
3. I am unaware of any physical or mental condition that would (a) prevent me from safely participating in the Activities or (b) endanger my health or safety or the health and safety of others due to my participation in one or more Activities. I attest that I am physically fit and competent to participate in the Activities, and that all of my questions regarding the Activities have been answered to my satisfaction. I further attest that I am at least 18 years of age and otherwise legally competent to sign this document.
4. I UNDERSTAND THAT THERE ARE DANGERS AND RISKS INHERENT IN THE ACTIVITIES, INCLUDING THE RISK OF SERIOUS PERSONAL INJURIES, PARALYSIS, AND DEATH.
5. IN CONSIDERATION FOR MY BEING ALLOWED TO PARTICIPATE IN THE ACTIVITIES:
6. I, on behalf of myself, my family, heirs, successors, assigns, and anyone claiming any interest through me, hereby KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE, RELEASE, INDEMNIFY AND AGREE TO HOLD HARMLESS TPC, all landowners and/ or agencies on whose property (owned, leased or otherwise) the Activities take place, and all sponsors, and all officers, directors, employees, volunteers, agents, successors, assigns and representatives of TPC (collectively referred to as the "Released Parties") FROM ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES, AND LIABILITY (INCLUDING ATTORNEY FEES AND COSTS), THAT I, my family, heirs, successors, assigns, and anyone claiming any interest through me, MAY HAVE FOR ANY DAMAGE, INJURY, PARALYSIS, LOSS, OR DEATH TO MYSELF OR ANY OTHER PERSON OR PROPERTY ARISING OUT OF MY PARTICIPATION IN THE ACTIVITIES, whether such damage, injury, paralysis, loss, or death results from NEGLIGENCE of any of the Released Parties or



from some other cause. I understand and explicitly agree that neither I, my family, heirs, successors, assigns, or anyone claiming any interest through me, will bring any legal action whatsoever against any of the Released Parties as a result of any such damage, injury, paralysis, loss, or death to myself or any other person or property that arises out of my participation in the Activities.

7. I understand and agree that none of the Released Parties may be held liable or responsible in any way to me or my family, heirs successors, assigns, or anyone claiming any interest through me, for any injury, death, or other damages that may occur as a result of my participation in the Activities or as a result of the negligence of any participant or party, including the Released Parties, whether passive or active.
8. I hereby personally assume all risks, whether foreseen or unforeseen, in connection with the Activities, for any harm, injury or damage that may befall me while I participate in an activity, including the risk of negligence of any party or participant, including the Released Parties.
9. By signing this document, it is my intent to personally accept full responsibility for and assume all risk of injury or death. I understand and agree that TPC will not provide any insurance, or benefits, including workman's compensation benefits, on behalf of any participant in the Activities. I understand that the terms of this document are contractual and not a mere recital and state that I have signed this document voluntarily and of my own free will.
10. I understand that my participation in the Activities may be photographed and promoted by TPC and the organizers and sponsors of the Activities. In consideration for permission to participate in the Activities, I hereby give absolute right and permission to TPC, its agents, licensees, successors and assigns to use my likeness for any purpose whatsoever, including, but not limited to, to publish, broadcast, and copyright my voice and video recording, name, picture, and likeness, or any material based upon or derived therefrom, or to refrain from so doing, in any manner or media whatsoever for all purposes whatsoever for any and all media and related advertising and promotion thereof. I agree that any voice and video recording, picture, or likeness of me, or anything derived therefrom created by TPC is owned by TPC. If I should receive any print, negative, or other copy, I shall not authorize its use by anyone else. I shall have no right of approval, no claim to additional compensation, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any such use, alteration, distortion, or illusionary effect or other use in any composite form. I agree that this release does not in any way conflict with any existing commitment on my part.
11. This document shall be governed by and interpreted under the laws of Colorado, without regard to conflict of laws provisions. If any lawsuit or claim is brought regarding of my participation in the Activities, I agree that jurisdiction and venue for such suit shall be in the state or federal courts located in Boulder or Denver, Colorado, and hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise be entitled. If any provision of this Agreement is or becomes invalid or unenforceable in whole or in part, such provision shall be deemed amended to conform to the requirements of the law so as to be valid and enforceable, or if it cannot be amended without materially altering the intention of the parties, it shall be stricken and the remainder of the Agreement shall remain in full force and effect.
12. I have read this document in its entirety and I understand this liability release and express assumption of risk, and sign this document on behalf of myself and my heirs to evidence my agreement to each and every term and condition.

Name



Address

Phone

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# Signature Certificate

Document name: Waiver and Release

🔒 Unique Document ID: 6C143007FCBE562788F9D94628FA397D873C9D44

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## Audit

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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