

Body Wisdom Client Agreement, Acknowledgment and Release

This Agreement, Acknowledgment and Release (the “**Agreement**”) is made this ____ day of _____, 20____, by and between _____ (the “**Client**”) and Body Wisdom, LLC, an Oklahoma limited liability company (“**Body Wisdom**”). The parties agree as follows:

Services Performed. Body Wisdom agrees to provide the Client Pilates based exercise instruction, including access to Body Wisdom’s Pilates related equipment, studio (the “**Services**”) and as further described as follows:

Functional Movement Assessment

Postural alignment assessment

Exercise Consultation

Education in best practices for attaining and maintaining overall health and wellness

Pilates Rehabilitation exercises

The terms of this Agreement will automatically renew upon a client’s enrollment in any Body Wisdom course or training session(s).

Acknowledgment: Statement on Physical Therapy Provision and Advice

Client Initials: _____ I hereby acknowledge that by entering this Agreement I am aware that Karen Shomaker is a licensed physical therapist. As such, per the Oklahoma Physical Therapy Practice Act, any person licensed as a physical therapist shall be able to evaluate and treat human ailments by physical therapy on a patient/client without a referral from a licensed health care practitioner for period of 30 days. Further, I acknowledge that my primary purpose in engaging the services of Body Wisdom is for Pilates exercise and other services listed above, not engaging Body Wisdom or its trainers for physical therapy treatment or medical advice. I further acknowledge that I will not solely request or rely upon physical therapy or medical advice from Body Wisdom or its trainers. I understand that should I require formal physical therapy evaluation and treatment beyond a 30 day period, I will seek this treatment at a registered physical therapy provider.

Assumption of Risk. Client understands that it is his/her responsibility to use any provided equipment and perform any activities responsibly and pursuant to Body Wisdom’s instruction. Client agrees to reduce the risk of injury by following applicable rules and procedures, by limiting participation to reflect their own personal fitness level and by notifying Body Wisdom immediately if they do not believe they can safely continue in the activity. They agree that if they fail to act in accordance with this Agreement they may not be permitted to continue in the activity.

Acknowledgment of Release of Liability

Client Initials: _____ **I FULLY AND COMPLETELY ASSUME ALL RISKS RELATED TO THE SERVICES** including death, injury, illness or loss from accidents. To the fullest extent permitted by law, on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, I agree to forever RELEASE, INDEMNIFY, HOLD HARMLESS and COVENANT NOT TO SUE Body Wisdom or its trainers from any cause of action, claim, or demand, including one related to bodily injury, property damage, death or accident arising out of or related to my participation in or receipt of the Services.

Release of Liability. Despite precautions, accidents and injuries can and do occur. Client understands and acknowledges that Pilates may be dangerous and that injury may occur.

Financial Agreement. The Client agrees to pay Body Wisdom for the Services, payable as follows:

_____ For a single payment of \$_____ /per 60 min. session; or

A credit card can be left on file at the studio for ease in the purchasing process. In this case individual or package charges will be run at the appropriate time.

A personal check can be written to Karen Shomaker or Body Wisdom. Body Wisdom is not responsible for overdraft fees. If Body Wisdom is unable to successfully draft payments when due, it reserves the right to continue to attempt collection thereafter, including interest and reasonable attorneys' fees.

*Body Wisdom has a 24 hour cancellation policy. Please notify Body Wisdom of the need to cancel an appointment as soon as possible. You will be charged for a missed appointment that is cancelled within a 24 hour time period.

All services are cash based and paid in full at the time of service. **No insurance will be accepted.

Termination or Suspension of Services by Body Wisdom. Body Wisdom reserves the right to suspend, terminate, and/or withhold the Services if Client breaches this Agreement, fails to attend scheduled appointments, or if Client's account becomes delinquent.

Termination or Suspension of Services by Client. Body Wisdom will permit a Client to suspend or terminate the Services under certain medical and emergency circumstances and upon the advice of a Client's physician. Client must provide thirty (30) day written notice of termination to Body Wisdom. Body Wisdom may issue refunds pursuant to this Section and at its sole discretion.

Assignment. Client may not assign this Agreement. Upon written notice to the Client, Body Wisdom may assign all its rights and obligations in this Agreement.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma. Any suit arising out of this Agreement shall be brought in the appropriate federal or state court located in Tulsa County, in the State of Oklahoma.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

CLIENT

BODY WISDOM, LLC

By: _____
Client Name:

By: _____
Karen Shomaker, for Body Wisdom, LLC