

BODY WISDOM
Waiver, Release of Liability and Assumption of Risk

Participant: _____

Instructor: _____

Please read this document carefully before signing—this is a legally binding Waiver.

I, the undersigned, desire to participate in the Pilates based exercise-instruction with BODY WISDOM, LLC, an Oklahoma limited liability company (“Body Wisdom”), including access to Body Wisdom’s Pilates-related equipment and studio (the “Services”) and as further described as follows: 1) Postural Analysis, 2) Functional Movement Assessment, 3) Exercise Consultation, 4) Education in best practices for attaining and maintaining overall health and wellness, and 5) Pilates rehabilitation exercises.

In consideration of Body Wisdom permitting me to participate in the Services, and in consideration of any services that Body Wisdom and its members, managers, officers, employees, staff, instructors, volunteers and/or agents (collectively the “Related Persons”) may provide in connection with the Services, I hereby acknowledge and agree as follows:

1. Voluntary Assumption of Risks. My participation in the Services is purely voluntary, and I choose to participate in spite of the risks. I ACCEPT AND ASSUME ALL RISKS AND DANGERS associated with my participation in the Services, inherent or otherwise, known or unknown, and whether or not described above. I TAKE FULL RESPONSIBILITY for knowing my fitness, abilities and limitations, and for my own welfare during the Services and my participation therein.

IT IS MY SOLE RESPONSIBILITY to determine my suitability, medical or otherwise, for any activity that I may undertake during the Services. Any assessment, orientation, instruction, training or certification which Body Wisdom or any of the Related Persons may require before my participation does not relieve me of this responsibility. During the Services I will not engage in any activities that are beyond my physical capabilities. I affirm that I have no medical or physical conditions which could interfere with my safety during the Services, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

2. Waiver, Release and Indemnity. I hereby **RELEASE, WAIVE, FOREVER DISCHARGE, INDEMNIFY AND HOLD HARMLESS** Body Wisdom and the Related Persons from and against any and all claims, demands, causes of action, damages, expenses, losses and liabilities (including attorneys’ fees and costs), on account of any injury, illness, death, property damage, or other loss arising out of or in any way related to my participation in the Services or the use of any equipment which may be provided by Body Wisdom for use during the Services, **INCLUDING** any such injury, illness,

death, property damage or other loss which may be **CAUSED BY THE NEGLIGENCE OF BODY WISDOM OR ONE OR MORE OF THE RELATED PERSONS**, but only to the fullest extent allowed by law.

3. Physical Therapy Provision and Advice. I acknowledge that by signing this Waiver, I am aware that the instructor named above may be 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 a period of 30 days. Further, I acknowledge that my primary purpose in engaging the services of Body Wisdom is for recreational Pilates exercise and other services listed herein. I am not engaging Body Wisdom or its instructors for any physical therapy treatment or medical advice whatsoever. I further acknowledge that I will not solely request or rely upon physical therapy or medical advice from Body Wisdom or any Related Persons. I understand that if I require formal physical therapy evaluation and treatment beyond a 30 day period, I will seek this treatment at a registered physical therapy provider.

4. Miscellaneous. This Waiver will be governed by the laws of the State of Oklahoma (except with regard to conflict of laws). Any legal action arising under this Waiver shall be brought exclusively under the jurisdiction and venue of the appropriate state or federal courts within or for the City and County of Tulsa, Oklahoma. If any portion of this Waiver is deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of the Waiver shall remain in full force and effect. I also agree that any invalid provision may be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of this Waiver.

By signing below, I represent that I am at least 18 years of age, and I acknowledge that I have carefully read this Agreement and understand I am waiving, for myself and my heirs, next of kin, personal representatives, executors and administrators, my right to maintain a lawsuit against Body Wisdom or any Related Persons on the basis of any claim from which I have released them herein, **including any claim arising from the negligence of Body Wisdom or the Related Persons**, to the fullest extent allowed by law.

Signature of Participant (or guardian if minor)

Date: _____