

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19 AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT:

I ("client") agree that I am voluntarily participating in the Pilates/Yoga/Fitness program provided to me by Breathe Pilates Place LLC ("studio"), which may include, but may not be limited to Pilates, Barre, Yoga, Qi Gong, Zumba, strength training, aerobic or cardiovascular exercise, stretching/fascial movement as well as computer, virtual, or other on-line training or classes associated with exercise and using the studio facilities and premises and assume all risk of injury, illness, damage, or loss to myself or my property that might result, including, without limitation, any loss or theft of any personal property. I agree on behalf of myself to release and discharge studio from any and all claims or causes of action (known or unknown) arising out of the negligence of the studio, whether active or passive, injuries which may occur as a result of (a) My use of any exercise equipment or facilities which may malfunction or break, (b) studio's improper maintenance of any exercise equipment or facilities, (c) studio's negligent instruction of supervision, including personal training, (d) I slipping and falling while on the facility or any portion of the premises for any reason, including studio's negligent inspection or maintenance of its facility and (e) any failure of my own equipment/facilities used in virtual classes.

I agree that if I engage in any physical exercise or activity or use any equipment on the premises, I do so at my own risk and assume the physical or health (transmissible disease and/or virus including possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19) risk of any and all injury and/or damage while engaging in any physical exercise or activity or use of any facility on the premises. My assumption of risk includes, without limitation, my use of any exercise equipment, the restrooms, sidewalk, parking lot, stairs, lobby, or any equipment in the studio facility. Client agrees to assume the risk of his/her/their participation in any activity, class, program instruction, or studio sponsored event.

I have been informed of, understand, and am aware that any exercise program, whether or not requiring the use of exercise equipment, is a potentially hazardous activity. I also have been informed of, understand, and am aware that any exercise and/or fitness activities involve a risk of injury, abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability or death, and that I am voluntarily participating in these activities using equipment and machinery with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury, regardless of severity, including disability or death. I have been advised that an examination by a physician should be obtained by anyone prior to commencing a fitness and/or exercise program, or initiating a substantial change in the amount of regular physical activity performed. If I have chosen not to obtain a physician's consent prior to beginning this fitness program with Studio, I hereby agree that I am doing so solely at my own risk. In any event, I acknowledge and agree that I assume the risks associated with any and all fitness related activities and/or exercises in which I participate.

By execution of this agreement, I hereby agree to indemnify and hold the Studio harmless from any loss, liability, damage, or cost the studio may incur due to my presence at the studio facility. I further expressly agree that the

foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of Maryland and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, I AM AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, I AM GIVING UP MY RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST STUDIO FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES OR ON MY OWN PREMISES DURING VIRTUAL INSTRUCTION. I HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Breathe Pilates Place LLC, its officers, officials, agents, contractors and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

Name of client/participant: _____

Client/participant signature: _____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____

This form is an important legal document that explains the risks you are assuming by beginning an exercise program. It is critical that you have read and understand this document completely. If you do not understand any part of this document, it is your ultimate responsibility to ask for clarification prior to signing it.