

Indy House of Pilates, LLC WAIVER & RELEASE

Indy House of Pilates, LLC, including its business owners/members, affiliates, instructors, therapists, contractors, and employees, shall be referred to as "Provider."

Any and all offerings made available by Provider, including, but not limited to, fitness training and classes, fitness instructor training, workshops, special events, nutrition and wellness consultation, massage therapy, or any therapeutic treatments, whether made available in-person, over the Internet or digitally, live or recorded, shall be referred to as "Services."

All tangible items available from Provider, including, but not limited to, essential oils and related products, therapeutic devices, such as Amino Neurofrequency ("ANF") discs, clothing and apparel, jewelry, whether made available for free or for purchase, shall be referred to as "Products."

Any person who has ever registered with Provider as, or on behalf of, a consumer of Provider's Products and/or Services, whether electronically or otherwise, shall be referred to as "Client."

The terms contained herein are applicable to any and all Services rendered or Products sold, regardless of the physical location from which Client receives such Services or Products from Provider.

From the time at which Client has either received Services and/or Products from Provider, or Client registers with Provider, whichever has taken place first, Client fully and automatically agrees to, affirms and/or acknowledges all terms included in this liability waiver and release document.

- Client is of full legal age to accept and/or acknowledge the terms of this liability waiver and release, as well as any of Provider's other policies, such as those pertaining to privacy practices or terms of use.
- Client affirms having obtained a complete physical examination from a licensed physician prior to receiving Services or Products.
- Client affirms that all medical conditions/factors, present or past, as well as a complete listing of all current medications or supplements, have been fully disclosed to Provider prior to receiving Services or Products.

- Client agrees to immediately notify Provider of any changes to Client's medical conditions/factors, medication, or supplements.
- Client acknowledges that Client receives Services or Products at Client's own risk, understanding such risk to be personal injury, illness, property loss or death, and that Client assumes responsibility for any or all such risks.
- Client agrees that neither Client, Client's heirs, assigns nor legal representatives will sue Provider or make any other claims of any kind whatsoever against Provider for any personal injury, property damage/loss, or wrongful death, whether caused by negligence or otherwise.
- Client acknowledges receipt of Provider's policies, including those pertaining to cancellations and refunds, and accepts all terms of such policies.
- Any recommendations for changes in diet, including the use of food supplements, weight reduction and/or body building enhancement products are entirely Client's responsibility.
- Client voluntarily participates in Services.
- Client agrees to not hold Provider responsible for the safekeeping, nor for any loss, of Client's personal belongings or property.
- Client acknowledges that massage therapy is intended primarily for the purpose of stress management, relief of muscle tension or to promote wellness.
- Client acknowledges that massage therapists do not diagnose physical or mental illnesses, nor do they prescribe medication for treatment of disease, and that a massage therapist works on soft tissue and may integrate a gentle range of motion exercises to the joints, but will not administer spinal or other skeletal manipulations.
- Client gives Provider the irrevocable right to use Client's name (or any fictional name), picture, portrait, photograph, image, or voice in all forms and media and in all manners, including composite or purpose, and Client waives any right to inspect or approve the finished product, including written copy, that may be created in connection therewith.
- Client agrees to release Provider from any/all monetary obligations or payments to Client or any/all of Client's authorized representatives for use of video, films, photographs, image and/or voice of Client.
- Client acknowledges having carefully read this waiver and release and fully understands that it is

a release of liability.

- Client expressly agrees to release and discharge Provider from any and all claims or causes of action.
- Client agrees to voluntarily give up or waive any right that Client may otherwise have to bring legal action against Provider for any and all personal injury and/or property damage.
- Client acknowledges, to the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence.
- Client will waive and release any and all claims for damages Client may have against Provider.
- Client agrees to hold Provider harmless and indemnify it for any incident(s) arising from Client's use of Provider's facilities.
- Client acknowledges that If any portion of this release from liability shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed herefrom.
- Client acknowledges that Client understands the contents of this waiver and release and that such contents cannot be verbally modified.