

BODYWISE PILATES BEVALOTTIS, LLC WAIVER

Bevalottis, LLC, the trainer on hand (referred to herein as the "trainer") and the undersigned client (referred to herein as the "client") on the other hand, hereby agree to the following terms and conditions regarding client's use of this **Bevalottis, LLC** facility studio.

CANCELLATION POLICY: Scheduled sessions may be cancelled within 12 hours notice to the trainer from the client. If notice of cancellation for a scheduled session is not received before 12 hours prior to a scheduled session, the client agrees to pay the full amount that would have been due had the scheduled session taken place.

PHYSICAL CONDITION OF CLIENT: The client represents, warrants, and agrees that the client is in good physical condition and that the client has no disability, impairment, or ailment that will prevent the client from engaging in active or passive exercise or that should be detrimental to the client's health, safety, comfort, or physical condition should the client engage in active or passive exercise. The client acknowledges that the trainer has neither made claims as to medical results nor suggested medical treatment to the client. The client acknowledges that the trainer recommended that the client consult a physician prior to beginning this exercise program. The client understands that it is the client's responsibility to inform the trainer of any pain experienced before, during or after participating in the exercise program so that the exercise may be immediately terminated.

WAIVER AND INDEMNIFICATION: Client is familiar with and recognizes the danger and risk of injury to person and or property which may result from the use of trainer's facilities, including without limitation, injury from slipping and falling, excess fatigue or stress, muscle strain, or any other unforeseen cause. With full knowledge and understanding of such risks, client agrees to use the facilities and the trainer's services rendered to the client at his or her own risk and PERSONALLY ASSUMES THE RISK for any harm, injury, or damage that may occur as a result from use of trainer's facilities. Client hereby fully and forever RELEASES, RELINQUISHES, ACQUITS, AND DISCHARGES **Bevalottis, LLC** and trainer, as well as any owners, managers, employees, or agents (collectively, "Released Parties"), from any and all claims, demands, actions, causes of action and rights (whether known, unknown, contingent, accrued, inchoate, or otherwise) which client may have against **Bevalottis, LLC**, trainer, or other Released Parties arising out of or relating **Bevalottis, LLC** or trainer's passive or active negligence. Client expressly warrants and represents and does hereby state and represent that no promise or agreement which is not heron expressed has been made to him, her in executing this Release and Waiver of Liability and that client is not relying upon any statement or any representation of any of the Released Parties.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, FULLY UNDERSTANDS ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I ACKNOWLEDGE THAT I AM 18 YEARS OF AGE OR OLDER (OR IF CUSTOMER IS A MINOR, THE PARENT OR GUARDIAN MUST SIGN BELOW).