

Pilates at Thrive LLC

AGREEMENT OF RELEASE & WAIVER OF LIABILITY

Pilates at Thrive, LLC (“Thrive”) provides space and equipment in studio and virtually for instruction in the Pilates method of physical conditioning (“Thrive’s Programs”). As a condition of my participation in Thrive’s Programs, I represent and agree as follows:

1. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in Thrive’s Programs. I represent and warrant that I am physically fit and have no medical conditions that would prevent my participation in Thrive’s Programs.
2. I understand that participation in Thrive’s Programs, including the use of conditioning equipment, involves inherent risks and dangers of accidents, emergency treatment, property loss or damage, serious personal and bodily injury, death, and severe personal and economic losses. These may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the facilities or equipment. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered the risks involved, and I voluntarily and freely choose to assume these risks.
3. For myself, my heirs, and assigns, I knowingly, voluntarily and expressly release and waive any claims I may have against Thrive, its affiliates, directors, officers, shareholders, employees, contractors, agents, and insurers (“Released Parties”) for any injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in Thrive’s Programs, even if it is due to the negligence, injudicious act, omission, or other fault of the Released Parties.
4. I agree to not initiate any claim, lawsuit, court action or other legal proceeding or demand against the Released Parties. I also waive my insurers’ right to make a claim against the Released Parties based on payments by insurers to me or on my behalf for any reason.
5. I agree that this release and waiver of liability is intended to be as broad and inclusive as permitted by applicable law, and if a portion of this release and waiver of liability is held invalid, the balance shall remain in full force and effect.

I HAVE READ THE ABOVE RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS STATED ABOVE.

Today's Date: _____

Printed Name: _____

Signature: _____

Address (include City and State): _____

Pilates at Thrive LLC

AGREEMENT OF RELEASE & WAIVER OF LIABILITY COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, Pilates at Thrive, LLC ("Thrive") has put in place certain preventative measures to reduce the spread of COVID-19. As a condition of my use of Thrive's facilities and equipment, and as a condition of my participation in Thrive's in-studio programs, I represent and agree as follows:

1. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in Thrive's in-studio programs. I acknowledge that exposure to or infection with COVID-19 may result in personal injury, illness, permanent disability, and/or death.
2. I understand that the risk of becoming exposed to or infected by COVID-19 at Thrive may result from the actions, omissions, or negligence of myself and others. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my presence at Thrive or participation in Thrive's in-studio programs.
3. For myself, my heirs, and assigns, I knowingly, voluntarily and expressly release and waive any claims I may have against Thrive, its affiliates, directors, officers, shareholders, employees, contractors, agents, and insurers ("Released Parties") for any injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, or any other person, directly or indirectly arising out of or in connection with my presence at Thrive or my participation in Thrive's in-studio programs, even if it is due to the negligence, injudicious act, omission, or other fault of the Released Parties.
4. I agree to not initiate any claim, lawsuit, court action or other legal proceeding or demand against the Released Parties. I also waive my insurers' right to make a claim against the Released Parties based on payments by insurers to me or on my behalf for any reason.
5. I agree that this release and waiver of liability is intended to be as broad and inclusive as permitted by applicable law, and if a portion of this release and waiver of liability is held invalid, the balance shall remain in full force and effect.

I HAVE READ THE ABOVE RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS.
I VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS STATED ABOVE.

Today's Date: _____

Printed Name: _____

Signature: _____

Address (include City and State): _____

Email: _____

Client Information and Health History

Thank you for joining us! Please complete this form to help us get to know you better. Be advised that all information is kept strictly confidential.

Name: _____ Date: _____

Address: _____ Email: _____

City: _____ State: _____ Zip: _____

Home phone: _____ Cell phone: _____

Birthdate: _____ Occupation: _____

Emergency Contact: _____ Phone: _____

Preferred method for notifications: Email Only Text Only Both Email and Text

Circle the appropriate response. If yes, please explain.

- | | | |
|--|-----|----|
| 1. History of heart problems, chest pain or stroke? _____ | Yes | No |
| _____ | | |
| 2. Increased blood pressure? _____ | Yes | No |
| 3. Any chronic illness or condition? _____ | Yes | No |
| 4. Osteopenia or Osteoporosis? _____ | Yes | No |
| 5. Difficulty with physical exercise? _____ | Yes | No |
| 6. Advice from physician not to, or limit exercise? _____ | Yes | No |
| 7. Surgery (Hospital stay, or out-patient)? | Yes | No |
| a. In last 6 months? _____ | Yes | No |
| 8. Pregnancy (now or within last 3 months)? _____ | Yes | No |
| 9. History of breathing or lung problems? _____ | Yes | No |
| 10. Diabetes or thyroid condition? _____ | Yes | No |
| 11. Glaucoma? | Yes | No |
| 12. Cigarette smoking habit? _____ | Yes | No |
| 13. Increased blood cholesterol? | Yes | No |
| 14. Immediate family history of heart conditions or disease? _____ | Yes | No |
| _____ | | |
| 15. Hernia, or any condition that may be aggravated by exercise? _____ | Yes | No |
| _____ | | |
| 16. Is this your first time participating in any level of exercise? | Yes | No |

Do you now or have you ever in the past experienced pain or an injury to any of the following?

(please circle)

Head Neck Shoulder Arm/Hand Upper Back Middle Back Lower Back

Ribs Abdomen Hip/Pelvis Knee Ankle/Foot Legs

Explain: _____

Continued on reverse side.

When was your last physical examination with a doctor? _____

Have you ever had an exercise stress test? _____ When? _____

Please list all medications you are taking. _____

Please tell us about any prior Pilates experience. When? _____

Where? _____ Type (Mat, Reformer, Tower, etc.)? _____

Describe the exercise/activities you are currently involved in. _____

What specific health or fitness goals do you hope to achieve from this program? _____

How did you find out about Thrive Physical Therapy + Pilates? _____

Who is your referring Doctor/Chiropractor/Physical Therapist/Health practitioner? _____

A medical referral may be required for any of the following conditions: heart condition, disease or problem, recent surgery, stroke, concussion, current medicine for heart, blood pressure, or diabetes, pain in abdomen, leg, arm, shoulder or chest, swollen joints, faintness or dizziness, breathless with slight exertion, over 65 years of age, high cholesterol, high blood pressure, or any other medical condition that might cause concern.

Cancellation Policy: I understand that if I cancel a scheduled appointment with less than **24 hours** notice I will be held responsible for payment in full. _____ (Please Initial).

Group Class Schedule Policy: I understand that I am responsible for monitoring my group class reservations, both the scheduling and canceling of classes, and that my spot is not guaranteed without a confirmed reservation. _____ (Please Initial).

Sessions are approximately 1 hour, yet some post rehabilitation sessions may be shorter.

Payment is due at the time of appointment.

Today's Date: _____

Signature: _____

Printed name: _____

Witness: _____

Continued on reverse side.