# Pilates studio liability waiver

## PILATES PARTICIPATION AGREEMENT, ASSUMPTION OF RISK, AND LIABILITY WAIVER

**Studio:** [Studio legal name]
**Studio address:** [Street address, city, state, ZIP code]
**Participant:** [Participant full legal name]
**Effective date:** [Date]

### IMPORTANT NOTICE

**PLEASE READ THIS AGREEMENT CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. BY SIGNING, YOU ACKNOWLEDGE THE RISKS OF PARTICIPATING IN PILATES ACTIVITIES AND AGREE TO RELEASE CERTAIN CLAIMS, INCLUDING CLAIMS ARISING FROM ORDINARY NEGLIGENCE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**

### 1. Pilates activities

I voluntarily choose to participate in Pilates classes, instruction, exercises, and related activities provided or organized by **[Studio legal name]** (“Studio”).

These activities may include:

- Group mat Pilates classes
- Reformer, tower, chair, barrel, or other apparatus-based classes
- Exercises using resistance springs, straps, bands, balls, rings, weights, blocks, rollers, and other equipment
- Stretching, balance, mobility, flexibility, strength, and conditioning exercises
- Instructor demonstrations, verbal guidance, and, where separately authorized, hands-on adjustments
- Activities conducted at the Studio, at another location, outdoors, or through a live or recorded online class

Together, these are referred to as the **“Pilates Activities.”**

---

### 2. Acknowledgment of risks

I understand that participation in Pilates Activities involves inherent and other risks. These risks may arise even when exercises are performed correctly and appropriate safety precautions are taken.

Possible risks include, without limitation:

- Slips, trips, and falls
- Loss of balance or coordination
- Muscle soreness, strains, sprains, cramps, or tears
- Joint, tendon, ligament, neck, shoulder, hip, knee, or back injuries
- Aggravation of an existing injury or medical condition
- Dizziness, fainting, nausea, shortness of breath, or abnormal blood-pressure response
- Contact or collision with another participant, instructor, furniture, or equipment
- Improper use, movement, adjustment, malfunction, or failure of Pilates equipment, springs, straps, platforms, or props
- Injuries resulting from following instructions incorrectly or attempting an exercise beyond my abilities
- Cardiovascular events or other serious medical emergencies
- Permanent disability, paralysis, or death, although uncommon

I understand that this list is not complete and that other known or unknown risks may exist.

---

## 3. Health and medical representations

I represent that:

1. I am physically and mentally capable of participating safely in the Pilates Activities I select.
2. I have disclosed, or will disclose before participating, any injury, pregnancy, recent surgery, illness, disability, medication, medical condition, or physical limitation that may affect my participation.
3. I will obtain approval from a qualified healthcare professional before participating when I have been advised to do so or when I am uncertain whether participation is appropriate.
4. I understand that Studio personnel are not providing medical advice, diagnosis, treatment, rehabilitation, or physical therapy unless a properly licensed professional expressly agrees to provide those services separately.
5. I am responsible for deciding whether to participate in or discontinue any exercise.

I understand that the Studio may refuse or limit my participation when it reasonably believes an activity may be unsafe for me or others.

---

## 4. Participant responsibilities

I agree to:

- Follow reasonable instructions, safety rules, equipment instructions, and class requirements

- Arrive early enough to receive necessary orientation
- Use equipment only as directed
- Inspect my immediate exercise area and notify the instructor of damaged, unstable, or improperly configured equipment
- Inform the instructor immediately if I feel pain, dizziness, weakness, numbness, shortness of breath, or unusual discomfort
- Stop participating when an activity feels unsafe or exceeds my ability
- Avoid attending while impaired by alcohol, recreational drugs, or medication that makes participation unsafe
- Act responsibly and avoid conduct that may endanger myself or another person

I understand that I may decline any movement, modification, or exercise and may leave a class at any time.

---

## 5. Voluntary assumption of risk

I knowingly and voluntarily accept and assume all inherent and other risks associated with the Pilates Activities, whether described in this agreement or not, including risks arising from my own actions or inactions, the actions or inactions of other participants, the condition of the premises, or the use of equipment.

I accept responsibility for injuries, losses, and damages that may result from those risks, except to the extent that a claim cannot lawfully be waived.

---

## 6. Release and waiver of liability

To the fullest extent permitted by applicable law, I, on behalf of myself and my heirs, estate, personal representatives, successors, and assigns, release and agree not to sue:

- [Studio legal name]
- The Studio’s owners, members, shareholders, parent companies, subsidiaries, and affiliates
- The Studio’s instructors, employees, contractors, volunteers, agents, property owners, landlords, equipment providers, and event partners
- Each of their respective successors and assigns

Together, these are the **“Released Parties.”**

This release applies to claims, demands, causes of action, damages, losses, liabilities, costs, or expenses arising from or related to:

- My presence at the Studio or another class location

- My participation in Pilates Activities
- The use of Pilates apparatus, props, facilities, or other equipment
- The acts or omissions of another participant
- Emergency assistance provided in connection with my participation
- **The ordinary negligence of a Released Party, to the fullest extent such a release is permitted by applicable law**

This agreement does **not** release liability for gross negligence, reckless or willful -misconduct, intentional wrongdoing, or any other liability that cannot legally be released.

---

## 7. Indemnification

To the fullest extent permitted by applicable law, I agree to indemnify and hold the Released Parties harmless from third-party claims, liabilities, damages, judgments, and reasonable costs, including attorneys' fees, arising from:

- My reckless or intentional misconduct
- My material violation of Studio safety rules
- My misuse of Studio equipment
- Injury or property damage caused by my actions

This section does not require me to indemnify a Released Party for claims that applicable law does not permit the Released Party to transfer to me.

---

## 8. Emergency care

If I become ill or injured and cannot provide instructions, I authorize the Studio to:

- Contact emergency medical services
- Provide reasonable first aid within the responder's level of training
- Share relevant information with emergency personnel
- Contact the emergency contact identified below

I understand that the Studio does not guarantee the availability of medical personnel or particular treatment. I accept responsibility for medical, ambulance, hospital, and related expenses incurred on my behalf, except where applicable law requires otherwise.

---

## 9. Personal property

I am responsible for securing my personal property. To the fullest extent permitted by law, the Studio is not responsible for lost, stolen, misplaced, or damaged personal items unless the loss was caused by conduct that cannot legally be excluded.

---

## 10. Communicable illness

I agree not to attend an in-person class when I know that I have a contagious illness or when attendance would violate a current public-health requirement applicable to the Studio.

I understand that participation in an in-person group activity may involve exposure to communicable illnesses. I voluntarily accept the ordinary risks associated with that exposure, subject to rights that cannot legally be waived.

---

## 11. Hands-on instruction

Pilates instruction may sometimes include physical contact intended to guide alignment, positioning, movement, or equipment use. My selection below applies until I change it by notifying the Studio or instructor.

I may withdraw my consent at any time by telling the instructor. Refusing hands-on adjustments will not prevent me from participating where participation can otherwise be conducted safely.

---

## 12. No guarantee of results

I understand that individual results vary. The Studio does not guarantee that Pilates Activities will produce any particular fitness, health, appearance, rehabilitation, or performance outcome.

---

## 13. Studio policies

I agree to comply with the Studio’s reasonable policies concerning bookings, cancellations, late arrival, attire, equipment, conduct, class eligibility, and facility use, as provided to me or made available through the Studio’s website or booking system.

If a Studio policy conflicts with this signed agreement, this agreement controls regarding assumption of risk and liability unless applicable law requires otherwise.

---

## 14. Governing law and venue

This agreement will be governed by the laws of the State of **[State]**, without regard to conflict-of-law principles.

To the extent permitted by law, any legal proceeding relating to this agreement must be brought in a state or federal court located in **[County, State]**.

Nothing in this section prevents either party from bringing a claim in small-claims court when eligible.

---

## 15. Severability

If any part of this agreement is found invalid or unenforceable, that part will be limited or removed only to the minimum extent necessary. The remaining provisions will continue in effect.

---

## 16. Entire agreement and changes

This agreement contains the entire understanding concerning the subjects addressed in it and replaces previous oral or written statements concerning those subjects.

Any material amendment must be presented to and accepted by me. The Studio may not retroactively replace the version I accepted with a later version.

---

## 17. Electronic records and signatures

I consent to complete and sign this agreement electronically. I understand that my electronic signature is intended to have the same effect as my handwritten signature.

I understand that I may request a copy of the completed agreement and should retain it for my records.

---

## 18. Participant acknowledgment

By signing below, I confirm that:

- I have carefully read this entire agreement.
- I understand its terms.
- I have had an opportunity to ask questions before signing.
- I understand that I am giving up certain legal rights.
- I am signing voluntarily and without coercion.
- I am at least 18 years old and legally able to enter into this agreement.
- The information I provided is accurate.

**Please select one** *

- ◯ I consent to appropriate hands-on instructional adjustments.
- ◯ I do not consent to hands-on instructional adjustments, except when reasonably necessary to prevent immediate injury.

**Your contact details**

First name *

Last name *

Phone

Email *

**Emergency contact name** *

**Emergency contact phone** *

**Signature** *