



LIABILITY WAIVER: AGREEMENT TO PARTICIPATE and ASSUMPTION OF RISK

Print Name of Participant: \_\_\_\_\_

By signing up for, and/or attending training sessions both online and in-person, programs, activities, workshops, events, and other programs, and using the premises, facilities and equipment (individually and/or collectively, the “Programs”) conducted by Karen Chappell Pilates (“Karen Chappell”), I hereby acknowledge on behalf of myself, my heirs, personal representatives and/or assign, that there are inherent risks and dangers associated with the Programs.

I understand and am aware that strength, flexibility and aerobic exercise, including the use of equipment, are potentially hazardous activities. I also understand that fitness activities involve the risk of injury and even death and that I am voluntarily participating in these activities and using equipment and machinery knowing the dangers involved. I agree to assume full responsibility for any and all injuries, including death, which are sustained or aggravated by me in relation to the Programs.

I understand that the equipment used in fitness instruction can be dangerous if used improperly. I will follow the strict instructions of the instructor with respect to all use of the equipment, regardless if the instructor is present or I am receiving instruction online or remotely. Additionally, I will use all reasonable efforts to ensure my physical safety.

I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation or use of equipment or machinery.

I will notify Karen Chappell immediately of any changes in my medical condition, including pregnancy, as soon as reasonably possible. I acknowledge and understand that if I am pre/postnatal, there is an increased risk to myself and, if applicable, my unborn child. By participating in these exercises I assume all associated risks to myself, and if applicable, to my unborn child. If I am pre/postnatal, I have permission from my physician to participate in an exercise program.

I agree that if I am experiencing shortness of breath, chest pain, unusual fatigue, dizziness or fainting, or extreme pain, whether or not I am under the direct supervision of an instructor, I will immediately stop exercising and, if possible, immediately inform a representative of Karen Chappell of my symptoms. I authorize any representative of Karen Chappell to obtain emergency treatment for me, including transportation to a hospital, urgent care, or other medical facility.

I understand that I am the intended participant of a Program with Karen Chappell and that any video I receive or have access to is for my use only. I will not upload any videos provided by Karen Chappell or her Program to any online forum, such as a personal website, YouTube, Facebook, Instagram, Snapchat, or other social media. I also agree to not video any part of Karen Chappell's instruction without her express, written consent, and will not share, copy, photocopy, summarize or reproduce in any way the materials received as they are protected under the United States Copyright Laws, including the Copyright Act of 1976.

In consideration of being allowed to participate in and access the Programs, I (1) agree to assume full responsibility for any and all injuries or damage which are sustained or aggravated by me in relation to the Programs, (2) release, indemnify, and hold harmless Karen Chappell, its officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the Programs, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to participation in the Programs, (3) represent that I (a) have no medical or physical condition that would prevent me from properly using any of Karen Chappell's Programs, (b) do not have a physical or mental condition that would put me in any physical or medical danger, and (c) have not been instructed by a physician to not participate in physical exercise, and (4) understand that Karen Chappell does not manufacture any equipment and is not responsible or liable for any defective products.

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Participant's Signature

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Date

#### **CANCELLATION POLICY**

**Karen Chappell Pilates requires 24 hour notice for all cancelled appointments.** Late cancellations result in being charged for that missed appointment.

Please sign to acknowledge your acceptance of this cancellation policy.

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Participant's Signature

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Date