

**AWPilates & Wellness
Waiver and Release Form**



Please read the following terms carefully. By participating in any class provided by AWPilates & Wellness Centre you consent to and agree to release the Instructor from liability according to, these terms. Unless the Instructor notifies you otherwise, this waiver and release will apply to all classes undertaken by you with the Instructor. I hereby acknowledge and agree to the following, as a condition of participation in a private Pilates/Yoga, semi-private Pilates/Yoga, Barre classes and/or group fitness classes:

I, _____ on (date) _____ acknowledge the following:

- My involvement and/or participation in private Pilates/Yoga, semi-private Pilates/Yoga, barre Classes and/or group fitness classes is voluntary, and I am acting under my own free will.
- You are over 18 years of age; unless in a dedicated youth class and have written parental permission to attend.
- You understand that the classes are a form of physical activity and that there are inherent risks in undertaking any form of physical exercise; there is the potential for risks and dangers that may not be obvious or reasonably foreseeable at this time.
- I understand in group fitness there is a risk of danger, bodily harm, injury, emotional stress, or death as a result of my participation. The risks arise from private Pilates/Yoga, semi-private Pilates/Yoga, Barre classes and group fitness classes and/or equipment that can cause the risk, with the acknowledgement that potential risks are not limited to this list.
- You have disclosed, or will disclose to the Instructor prior to the class commencing, any pre-existing conditions that may place you at a higher risk of injury or inhibit your ability to participate in a class, this includes, but is not limited to:
 - I do not have any medical ailments, physical limitations, or mental disabilities, or recent surgery that will affect my ability to participate in private Pilates/Yoga, semi-private Pilates/Yoga, Barre classes and/or group fitness classes.
 - pregnancy or if you have recently given birth; or
 - respiratory or heart conditions or high blood pressure.
- I will notify the Instructor if you experience any pain throughout the class and will immediately stop participating in the class if requested by the Instructor to do so.
- based on information you provide, the Instructor may decide not to allow you to participate in a class, or may require you to provide a medical certificate affirming that you are able to participate in a class before allowing you to join, in the Instructor's sole discretion.
- recommendations or instruction provided by the Instructor may not be tailored for your particular skill or ability level and it is your responsibility to assess whether you are able or want to participate in all or part of a class.
- you are solely responsible for ensuring that your physical environment is suitable for your participation in any class
- Classes may be recorded and/or photographed for by the Instructor for quality control, as well as promotional purposes. If you do not consent to the Instructor using video or still images taken during the class for promotional purposes, please notify the Instructor in writing.
- I forever release AWPilates & Wellness and all instructors working at said company and the principal Anne Wright from any and all claims and causes of action that I or my representatives now have or may have in the future for personal injury, property damage or wrongful death occurring to me, arising out of participation in private Pilates/Yoga, semi-private Pilates/Yoga, Barre classes and/or group fitness classes.

- I am 100% liable for all medical expenses incurred as a result of any injury or property damage during my participation in private Pilates/Yoga, semi-private Pilates/Yoga, Barre classes and/or group fitness classes.
- I agree to all terms as outlined in the Terms and Conditions. Please visit the Terms page at www.awpwellnesscentre.com.au to view in full.

In the event that any one or more of the provisions of this agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law according to the jurisdiction of the state of NSW, the remaining portions will not be invalidated, and shall remain in full force and effect.

This is a legally binding contract, but it is not meant to pronounce any claims or defences that are legally prohibited. To the extent permitted at law, you release and hold the Instructor (and where applicable its, directors, employees and representatives) harmless from any liability, cost, expense, damages or claims (including claims of negligence) arising from or which may be suffered or incurred in connection with your participation in any classes provided by the Instructor.

Participant Signature: _____ Date: _____

Witness (or guardian): _____ Date: _____

Pregnancy (general): *Please note: Your participation in AWPilates & Wellness classes whilst pregnant or postnatal assumes that you have received medical clearance from your doctor. The full Pregnancy Medical Release Form will need to be completed in addition to this waiver.*

I understand that I agree to participate as a pregnant or post-natal client in AWPilates & Wellness' classes at my own risk. I understand that there are potential risks involved in any exercise activities, and that I could experience physical problems during the exercise program, including abnormal blood pressure, fainting, heartbeat disorders and, in rare instances, heart attack. I also understand that I could experience muscle, back, or bone injuries during exercise. I acknowledge that, prior to the commencement of these classes I must disclose any health conditions and obtain clearance from my doctor for those conditions. I release AWPilates & Wellness from any liability if I experience any physical problems as a participant in their sessions and I waive any right, actual or presumed, to bring a cause of action against AWPilates & Wellness if I have any physical problems (injuries, illness, or other complaint) as a participant.

I've been informed that I must have a doctor's approval to participate in classes at AWPilates & Wellness whilst pregnant and/or postnatal. I also understand that if I experience changes in my health during this period I must advise AWPilates & Wellness as soon as possible and provide another physician approval if requested. I accept complete responsibility for my health and well being in AWPilates & Wellness' sessions and understand that no responsibility or liability is assumed by the instructor or by AWPilates & Wellness.

To the extent permitted at law, you release and hold the Instructor (and where applicable its, directors, employees and representatives) harmless from any liability, cost, expense, damages or claims (including claims of negligence) arising from or which may be suffered or incurred in connection with your participation in any classes provided by the Instructor.

Participant Signature: _____ Date: _____

Witness (or guardian): _____ Date: _____
