



**RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Full Name (Please Print) \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Mobile \_\_\_\_\_ Email \_\_\_\_\_ DOB \_\_\_\_\_

Email notifications: YES NO Cell Phone notifications: YES NO

How did you hear about us? \_\_\_ Internet Search \_\_\_ Drive by \_\_\_ Referral

If you answered 'referral', who referred you? \_\_\_\_\_

I, the undersigned, hereby release and discharge WEILER ACADEMY, LLC and its members, directors, officers, employees, and all other persons involved with the activities of WEILER ACADEMY, LLC including participants in fitness classes (hereinafter "Releasees"), from any claim against them, except for certain rights which I reserve, as set forth in more detail below.

I understand that WEILER ACADEMY, LLC provides Pilates training, muscular and athletic training, Applied Kinesiology, Energetic Skincare, Float Pod Therapy, fitness classes, and equipment and other facilities for these activities. I understand and acknowledge that such activities, and the use of such facilities, can, in some cases give rise to claims of physical and /or emotional injury and claims of property damage. Such injuries may include, but are not limited to, musculoskeletal injuries, broken bones and/or overuse injuries, injuries as a result of equipment breakage or failure, and can cause or trigger medical conditions of which I may previously have been unaware, and which become evident during and after physical activity. Clothing and other property may also be damaged. In light of those activities, and risks, whether known or unknown, and acting for myself and anyone who might assert a claim by or through me, I hereby agree as follows:

- 1. I hereby release and forever discharge the Releasees from any and all past, present, or future claims, demands, of causes of action which have arisen or may arise out of or in any way relating to the activities conducted at or by WEILER ACADEMY, LLC, or the use of its equipment or facilities, whether such claim is based on a tort, a statute, a contract or any other theory of recovery whether for compensatory or punitive damages or other relief, whether now known or unknown to me. I release all claims for personal injury, lost actual or potential earnings or benefits, medical expenses, loss of services, society or consortium, pain and suffering, mental anguish, or any other pecuniary or non-pecuniary loss which I might suffer, or which I may believe to have suffered, now or in the future, as a result of activities at WEILER ACADEMY, LLC

2. Being fully aware of the risks and activities which are, in part, described above, I expressly accept and assume all risks of harm to me connected with my activities at WEILER ACADEMY, LLC. I understand that, in assuming responsibility for my own health, I should withdraw from any activities that may be unsafe or harmful to myself, and that my participation in any activity at WEILER ACADEMY, LLC is something I voluntarily elect to undertake, and if at any time I believe I am at risk I will immediately discontinue further participation.
3. I understand that should I develop any injury or damage which causes me to seek medical assistance, I am responsible for my own medical bills, and I represent that I either have adequate insurance to handle such matters or I have adequate resources to pay my own bills. I represent to WEILER ACADEMY, LLC and the Releasees, that I am in good health and I have no medical or physical condition which could substantially increase the risk of injury connected with my activities at WEILER ACADEMY, LLC.
4. As a separate covenant, in addition to the release provisions set forth above and the indemnification provisions which follow, I agree that as a condition of my participating in health and fitness activities at WEILER ACADEMY, LLC, I covenant not to sue any of the Releasees even if I believe that I may have a viable claim.
5. I hereby agree to indemnify and hold harmless each of the Releasees from any and all claims, demands, or causes of action described above, both for myself and for any minor child of mine, if I allow any minor child to engage in activities at WEILER ACADEMY, LLC. This indemnification and hold harmless agreement includes protecting the Releasees or anyone acting on their behalf from having to bear any expenses arising out of the assertion of any claim by myself, by my minor child, or by any other person claiming through or under myself or my minor child, including attorney fees, expert fees, and costs in enforcing this Agreement.
6. If the application of this Agreement to any set of facts, or the application of this Agreement to any claim that my child or I may assert is found to be void or unenforceable, all remaining provisions hereof shall remain in full force and effect. This Agreement explicitly does not apply to any claim that I may have against any Releasee based on criminal behavior, the intentional infliction of harm upon me, or reckless activity causing me harm.

I have read this document, and hereby agree to be bound by the terms hereof.

Note any health issues:

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\_\_\_\_\_  
 Signature Date \_\_\_\_\_

\_\_\_\_\_  
 Guardian Signature (client under 18) Date \_\_\_\_\_