

# Margaret Egziaco

## WAIVER AND RELEASE OF LIABILITY FORM

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL EXERCISE ACTIVITIES ASSOCIATED WITH **Margaret Egziaco**, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically capable of beginning and/or continuing this exercise activity, and have not been advised to not participate by a qualified medical professional, and if applicable have received medical clearance by a licensed physician to partake in said physical activity, especially if I am recovering from an injury and/or are pre- or post-natal. I certify that there are no health-related reasons or problems which preclude my participation in this activity. I also acknowledge that any information shared or learned during time spent with **Spilates LLC** or any representatives is not a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment.

I acknowledge that this Waiver and Release of Liability Form will be used by **Spilates LLC**, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, if applicable, THE FOLLOWING ENTITIES OR PERSONS: **Spilates LLC** and/or their directors, officers, partners, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;
- (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in (A) above from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that **Spilates LLC** and their directors, officers, partners, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by the inherent risks of exercise activities included but not limited to pilates, strength training, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

The Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

Additionally, I assume full responsibility for the minor child named \_\_\_\_\_ during the entire class and while on the premises of 544 Anderson Hill Road, Purchase, NY 10577.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name