



ToddPilates & Barre Fitness Studio

(ToddPilates Fitness LLC / ToddPilates Fitness No. 2, Inc. / Winston & Stuart Fitness LLC)

AGREEMENT OF INFORMED CONSENT, RELEASE & WAIVER OF LIABILITY, AND TRANSFER OF IMAGE RIGHTS

Pilates, barre, yoga and all other fitness classes and workshops located at ToddPilates Fitness LLC, ToddPilates Fitness No. 2, Inc. and Winston & Stuart Fitness LLC (individually or collectively, "ToddPilates & Barre Fitness Studio") and/or offered by ToddPilates & Barre Fitness Studio via webcast, broadcast, video-on-demand or other electronic methods (individually or collectively, "Fitness Classes") provide a total body workout involving physical exertion and activity, including but not limited to core strengthening, muscle stretching and strengthening, and cardiovascular conditioning.

In consideration for my participation in Fitness Classes, I understand, acknowledge and hereby agree to the following:

1. I am at least 18 years old and legally authorized to sign this Agreement of Informed Consent, Release & Waiver of Liability, and Transfer of Image Rights (the "Agreement") on my own behalf. If I am under 18 years old, I will have my parent or guardian also read and sign this Agreement (either on hard copy or online at www.toddpilates.com/liability-waiver) prior to my participation in any Fitness Class.
2. My participation in the Fitness Classes is completely voluntary. I assume full and sole responsibility for my health and safety and for all risks associated with my participation in the Fitness Classes.
3. Depending on my physical condition, Fitness Classes may be strenuous and/or hazardous to my health, and I am fully aware of the potential dangers and risks, including but not limited to physical illness or injury, death and other consequences that may arise or result directly or indirectly from participation in Fitness Classes. It is my sole responsibility to participate in exercises that are appropriate for the current status of my health. I represent and warrant that I am in good physical condition and do not suffer from any impairment, disability, disease, or other physiological or psychological medical condition that could prevent or limit my participation in the Fitness Classes. I understand that I should obtain a physician's examination and approval prior to commencing a fitness and/or exercise program, or otherwise initiating a substantial change in the amount of regular physical activity performed, and if I have chosen not to obtain a physician's consent prior to participating in Fitness Classes, I am doing so solely at my own risk. I am fully aware that even with a physician's examination and approval, any physical activity should be done in moderation and never should be performed to the point of fatigue or pain. I am solely and fully responsible for monitoring my own condition throughout my participation in Fitness Classes; if I begin to experience fatigue and/or pain, I immediately will cease all physical activity and seek proper medical attention, or, at my sole discretion and risk, I will reduce and/or otherwise adjust my level of activity during the applicable Fitness Class.
4. TO THE FULLEST EXTENT PERMITTED BY LAW, AND ON BEHALF OF MYSELF AND MY SPOUSE/PARTNER AND/OR OTHER NEXT OF KIN, HEIRS, DEPENDENTS, REPRESENTATIVES, EXECUTORS, SUCCESSORS, ASSIGNS AND AGENTS, I HEREBY KNOWINGLY, VOLUNTARILY, EXPRESSLY, FULLY AND FOREVER WAIVE, RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS (A) TODDPILATES FITNESS LLC, TODDPILATES FITNESS NO. 2, INC., WINSTON & STUART FITNESS LLC, AND THEIR RESPECTIVE PRINCIPALS, OFFICERS, DIRECTORS, AGENTS, INSTRUCTORS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, VOLUNTEERS, ADVISORS, SUBCONTRACTORS, SUCCESSORS, ASSIGNS AND ALL OTHER PERSONS OR ENTITIES WHO HAVE ACTED, ACT OR WILL ACT ON BEHALF OF TODDPILATES FITNESS LLC, TODDPILATES FITNESS NO. 2, INC. AND/OR WINSTON & STUART FITNESS LLC (SUCH PARTIES HEREINAFTER REFERRED TO AS "TODDPILATES"), (B) THE APPLICABLE PROPERTY OWNERS, AND (C) OTHER FITNESS CLASS PARTICIPANTS – (A), (B) AND (C) COLLECTIVELY HEREINAFTER REFERRED TO AS THE "RELEASED PARTIES" – FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, DEMANDS, ACTIONS, CAUSES OR RIGHTS OF ACTION, AND COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION COURT COSTS AND ATTORNEYS' FEES, (COLLECTIVELY, "CLAIMS") – WHETHER KNOWN, UNKNOWN, ANTICIPATED OR UNANTICIPATED – DIRECTLY OR INDIRECTLY ARISING OUT OF, RELATING TO OR RESULTING IN WHOLE OR IN PART FROM MY PARTICIPATION IN FITNESS CLASSES, INCLUDING BUT NOT LIMITED TO ANY CLAIMS OF PHYSICAL OR PSYCHOLOGICAL ILLNESS OR INJURY, BODILY HARM, MEDICAL EXPENSES, COSTS OF MEDICAL EMERGENCY CARE AND/OR TRANSPORT, DEATH, DAMAGE TO REAL OR PERSONAL PROPERTY, AND LOSS OR THEFT OF PERSONAL PROPERTY, REGARDLESS OF WHETHER SUCH CLAIMS ARISE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF THE RELEASED PARTIES. FOR THE AVOIDANCE OF DOUBT, I AGREE THAT IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR RELIANCE DAMAGES OR THE AFOREMENTIONED CLAIMS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), EVEN IF ONE OR MORE OF THE RELEASED PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.
5. From time to time Fitness Class instructors may physically adjust students' form and posture. If at any time I do not want such physical adjustments, or if a particular adjustment is causing pain or other discomfort, it is my sole responsibility to inform the instructors to refrain from or cease physical contact.
6. ToddPilates & Barre Fitness Studio is open to the general public, and Fitness Classes are provided for everyone's benefit and enjoyment. Any disruptions could impede other class members' participation and safety. At the sole discretion and request of



ToddPilates & Barre Fitness Studio staff or the property owners, I will leave the premises immediately and peacefully. Further, ToddPilates & Barre Fitness Studio staff may terminate my participation in Fitness Classes at any time in their sole discretion.

- 7. ToddPilates may (i) photograph and/or record, in whole or in part, any Fitness Class and/or other activity at, near or sponsored by ToddPilates & Barre Fitness Studio, (ii) stream live and/or release any or all recordings publicly via webcast, broadcast, video-on-demand or other electronic methods, in whole or in part, and/or (iii) release and otherwise use any photographs or portions of recordings in any format (including but not limited to physical prints, digital images, and sound and video clips) in connection with any publicity, marketing, image-building, advertising and similar purposes that now or in the future are prepared and/or used by ToddPilates in all present and future forms of media, whether in physical, electronic or other format. I understand and consent that any such photographs and recordings in any format may include reproductions of my physical likeness, audio and visual recordings of my words and actions, and/or reproductions of the physical likeness and/or audio-visual recordings of any minor child I may bring into ToddPilates & Barre Fitness Studio (collectively, the "Images"). Accordingly, I hereby agree that any and all Images are solely and exclusively the property of ToddPilates, and all rights, title and interest shall vest therein, and I completely and exclusively assign, transfer and convey any and all rights, title and interest in and to any Images, including but not limited to all copyrights and moral rights, to ToddPilates. If under applicable law I cannot fully transfer my ownership interest as described above, then to the maximum extent permitted by law, I hereby grant to ToddPilates an unlimited, perpetual, irrevocable, exclusive, worldwide, royalty-free license to use, execute, produce, display, perform, modify, copy, and publicly distribute copies of the Images in all formats contemplated now or in the future, including the right to authorize others to do any, some, or all of the foregoing. TO THE FULLEST EXTENT PERMITTED BY LAW, AND ON BEHALF OF MYSELF AND MY SPOUSE/PARTNER AND/OR OTHER NEXT OF KIN, HEIRS, DEPENDENTS, REPRESENTATIVES, EXECUTORS, SUCCESSORS, ASSIGNS AND AGENTS, I HEREBY KNOWINGLY AND VOLUNTARILY AGREE – AND REPRESENT THAT I AM AUTHORIZED TO AGREE ON BEHALF OF ANY MINOR CHILD ACCOMPANYING ME AND HIS OR HER OTHER PARENT(S) OR GUARDIAN(S) – TO EXPRESSLY, FULLY AND FOREVER WAIVE, RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS DIRECTLY OR INDIRECTLY ARISING OUT OF, RELATING TO OR RESULTING IN WHOLE OR IN PART FROM TODDPILATES' CAPTURE AND USE OF THE IMAGES.
- 8. I have read, understand and agree to adhere to any and all policies and procedures posted in ToddPilates & Barre Fitness Studio and on www.toddpilates.com or otherwise made available to me, and I will read and adhere to any updates to such policies and procedures.

Except as otherwise specifically set forth herein, this Agreement constitutes the entire and complete agreement regarding release/waiver of liability and transfer of Image rights in relation to my participation in Fitness Classes, and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. This Agreement shall be governed by the laws of the State of Texas, and the parties agree that Travis County is the exclusive venue in which to adjudicate any case or controversy arising under or in connection with this Agreement. To the extent any provision of this Agreement is held unlawful, void or for any reason unenforceable by a court of competent jurisdiction, such provision shall be deemed severable from this document and shall not affect the validity and enforceability of the remaining provisions.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY WITH A FULL, DEFINITE AND CLEAR UNDERSTANDING. I AM AWARE THAT THIS AGREEMENT FULLY AND FOREVER RELEASES AND DISCHARGES THE RELEASED PARTIES FROM ALL LIABILITY FOR INJURY, DEATH, THEFT OF PERSONAL PROPERTY AND OTHER CLAIMS AND DAMAGES ARISING OUT OF OR CONNECTED TO MY PARTICIPATION IN FITNESS CLASSES AND TRANSFERS TO TODDPILATES ALL RIGHTS OF OWNERSHIP AND USE THAT I OR ANYONE ELSE MAY HAVE TO ANY AND ALL IMAGES. I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, WITHOUT INDUCEMENT, AND NOT UNDER ANY PHYSICAL OR EMOTIONAL DURESS.

PARTICIPANT'S PRINTED NAME	SIGNATURE	DATE
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THIS AGREEMENT IS DEEMED TO HAVE BEEN READ, UNDERSTOOD, AND SIGNED BY EVERY INDIVIDUAL WHO REGISTERS ONLINE AT www.toddpilates.com OR SIGNS THE SIGN-IN SHEET AT TODDPILATES & BARRE FITNESS STUDIO.

FOR PARENTS/GUARDIANS OF FITNESS CLASS PARTICIPANTS UNDER 18 YEARS OLD:

I hereby (i) certify that I am a parent or guardian with legal responsibility for the individual identified above, (ii) consent that the individual identified above may participate in Fitness Classes, and (iii) agree to be bound by all the terms and conditions in this Agreement on behalf of the individual identified above, myself and such individual's other parent(s) or guardian(s), and our respective heirs, dependents, spouse/partner and/or other next of kin, representatives, executors, successors, assigns and agents.

PARENT'S/GUARDIAN'S PRINTED NAME	SIGNATURE	PHONE NUMBER	DATE
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THIS AGREEMENT IS DEEMED TO HAVE BEEN READ, UNDERSTOOD, AND SIGNED BY EVERY PARENT OR GUARDIAN WHO INDICATES HIS OR HER CONSENT ONLINE AT www.toddpilates.com/liability-waiver.