



# ToddPilates & Barre Fitness Studio

## 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 physical studios owned and/or operated by ToddPilates Fitness LLC (doing business as and hereinafter referred to as "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](http://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 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 HEREBY AFFIRM, 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 OR SHOULD PREVENT OR SEVERELY LIMIT MY PARTICIPATION IN 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 my regular physical activity, particularly if I have any chronic or recurring condition, and/or if I am pregnant, nursing, or elderly, and in the event any of the foregoing circumstances or other health-related event occurs after I begin a fitness/exercise program. If I choose not to obtain a physician's consent prior to participating in Fitness Classes, or any time after beginning my participation in Fitness Classes that I become pregnant, experience any other health event and/or receive a medical diagnosis that could affect such participation, 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. I will follow all safety guidelines communicated verbally by ToddPilates & Barre Fitness Studio instructors or posted in ToddPilates & Barre Fitness Studio physical locations and on [www.toddpilates.com](http://www.toddpilates.com), and use any equipment only as directed by ToddPilates & Barre Fitness Studio instructors. Further, I affirm that, prior to participating in any livestreamed or recorded Fitness Class, I have attended at least twenty (20) onsite classes under the supervision of a certified instructor (whether such onsite classes were at physical locations of ToddPilates & Barre Fitness Studio or another provider).
4. FITNESS CLASSES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TODDPILATES & BARRE FITNESS STUDIO DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OR GUARANTEES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM CUSTOM OF TRADE OR COURSE OF PERFORMANCE, DEALING OR USAGE. BY WAY OF EXAMPLE AND NOT LIMITATION, TODDPILATES & BARRE FITNESS STUDIO OFFERS NO GUARANTEES OR WARRANTIES OF ANY KIND RELATING TO QUALITY OF FITNESS CLASSES; CHANGES IN HEALTH AND/OR APPEARANCE AS A RESULT OF MY PARTICIPATION IN FITNESS CLASSES; AVAILABILITY OF ONSITE, LIVESTREAMED OR RECORDED FITNESS CLASSES; MY ABILITY TO ACCESS LIVESTREAMED OR RECORDED FITNESS CLASSES; OR ACCURACY OR QUALITY OF CONTENT ON [www.toddpilates.com](http://www.toddpilates.com) OR ASSOCIATED APP AND ANY OTHER MATERIALS PROVIDED BY TODDPILATES & BARRE FITNESS STUDIO (WHETHER IN PHYSICAL OR ELECTRONIC FORMAT).
5. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE 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, IRREVOCABLY, FULLY AND FOREVER WAIVE, RELEASE, DISCHARGE AND COVENANT NOT TO SUE AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS (A) TODDPILATES FITNESS LLC AND ANY PREVIOUS AND CURRENT AFFILIATES, AND THEIR RESPECTIVE PRINCIPALS, OFFICERS, DIRECTORS, INSTRUCTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS, VOLUNTEERS, ADVISORS, SUBCONTRACTORS, SUCCESSORS, ASSIGNS AND ALL OTHER PERSONS OR ENTITIES WHO HAVE ACTED, ACT OR WILL ACT ON BEHALF OF TODDPILATES FITNESS LLC AND/OR PREVIOUS OR CURRENT AFFILIATES (THE FOREGOING PARTIES COLLECTIVELY HEREINAFTER REFERRED TO AS "TODDPILATES"), (B) OWNERS OF PROPERTY ON WHICH TODDPILATES & BARRE FITNESS STUDIOS ARE LOCATED, 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 ATTENDANCE OF AND/OR PARTICIPATION IN FITNESS CLASSES, INCLUDING BUT NOT LIMITED TO ANY CLAIMS OF OR RELATED TO PHYSICAL OR PSYCHOLOGICAL ILLNESS OR INJURY, COVID-19 AND ALL OTHER COMMUNICABLE DISEASES, EXPOSURE TO VIRUSES, BACTERIA AND FUNGI, BODILY HARM, MEDICAL EXPENSES, COSTS OF MEDICAL EMERGENCY CARE AND/OR TRANSPORT, QUARANTINE, DISABILITY, DEATH, DAMAGE TO REAL OR PERSONAL PROPERTY, LOSS OR THEFT OF PERSONAL PROPERTY, UNAUTHORIZED ACCESS TO MY USER ACCOUNT, DAMAGE TO MY COMPUTER SYSTEM, LOSS OF DATA, OR ANY OTHER HARM THAT MAY RESULT FROM MY PARTICIPATION IN LIVESTREAMED OR RECORDED FITNESS CLASSES, ERRORS ON [www.toddpilates.com](http://www.toddpilates.com) OR ASSOCIATED APP OR IN ANY OTHER MATERIALS PROVIDED BY TODDPILATES & BARRE FITNESS STUDIO (WHETHER IN PHYSICAL OR ELECTRONIC FORMAT), AND ANY AUTHORIZED OR UNAUTHORIZED USE OR DISCLOSURE OF MY PERSONAL INFORMATION, REGARDLESS OF WHETHER SUCH CLAIMS ARISE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACTS, OMISSIONS, NEGLIGENCE OR MISCONDUCT OF THE RELEASED PARTIES, MY ACTS, OMISSIONS, NEGLIGENCE OR MISCONDUCT, OR MY BREACH OF THIS AGREEMENT OR THE TERMS OF USE APPLICABLE TO MY ACCOUNT ON [www.toddpilates.com](http://www.toddpilates.com) AND ANY ASSOCIATED APP, AND REGARDLESS OF THE LOCATION IN WHICH THE EVENT GIVING RISE TO ANY SUCH CLAIMS OCCURRED. FOR THE AVOIDANCE OF DOUBT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, I HEREBY KNOWINGLY, VOLUNTARILY, EXPRESSLY, IRREVOCABLY, FULLY AND FOREVER 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 IRRESPECTIVE OF ANY THEORY OF LIABILITY, WHETHER CONTRACT, STRICT LIABILITY, PRODUCT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHER THEORY, EVEN IF ONE OR MORE OF THE RELEASED PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS, AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. For purposes of this Agreement, "Affiliate" means any business entity that directly or indirectly owns or controls, is owned or controlled by or is under common ownership or control with ToddPilates Fitness LLC.

6. I understand and acknowledge that COVID-19, an extremely contagious communicable disease, has been declared a worldwide pandemic by the World Health Organization, and COVID-19 infections have been confirmed throughout the United States, including several cases in the Austin area. ToddPilates & Barre Fitness Studio has implemented preventative measures to reduce the spread of the COVID-19 virus; however, despite such mitigation efforts, I understand and acknowledge that my attending Fitness Classes at any ToddPilates & Barre Fitness Studio physical location may increase my risk of exposure to the COVID-19 virus and thus my risk of contracting COVID-19 and/or spreading the COVID-19 virus. In the interest of reducing the spread of the COVID-19 virus and other viruses, I agree to comply with all procedures implemented by ToddPilates & Barre Fitness Studio, as updated from time to time, and all directions given by ToddPilates & Barre Fitness Studio instructors and other representatives. Further, prior to attending any Fitness Class at a ToddPilates & Barre Fitness Studio physical location or otherwise visiting any such location, I affirm, represent and warrant the following: (a) Neither I nor any member of my household or (to my knowledge) any other person with whom I have come into contact during the immediately preceding fourteen (14)-day period is experiencing known COVID-19 symptoms, including but not limited to fever, chills, cough, shortness of breath or other difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion, runny nose, nausea, vomiting, diarrhea, persistent pain or pressure in the chest, new confusion, inability to wake or stay awake, or bluish lips or face. (b) During the immediately preceding fourteen (14)-day period, neither I nor any member of my household has returned from travel – or, to my knowledge, has been exposed to anyone else who has recently returned from travel – (i) outside of the United States, (ii) on a cruise ship, or (iii) to any location subject to any Level 3 Travel Health Notice issued by the Centers for Disease Control and Prevention as posted at <https://wwwnc.cdc.gov/travel/notices> and <https://www.cdc.gov/coronavirus/2019-ncov/travelers/map-and-travel-notices.html>. (c) In the event I learn that I have been directly or indirectly exposed to the COVID-19 virus within fourteen (14) days prior to or during any visit to a ToddPilates & Barre Fitness Studio physical location – or I or a member of my household contract COVID-19 within fourteen (14) days following any visit to a ToddPilates & Barre Fitness Studio physical location – I will immediately notify ToddPilates & Barre Fitness Studio. (d) I follow guidelines issued by public health agencies in order to reduce the spread of the COVID-19 virus, including but not limited to avoiding or limiting exposure to large groups of people, practicing social distancing, thoroughly and often washing my hands, not touching my face, and thoroughly covering coughs and sneezes. For the avoidance of doubt, I AGREE NOT TO ATTEND ANY FITNESS CLASS AT A TODDPILATES & BARRE FITNESS STUDIO PHYSICAL LOCATION IF ANY OF THE AFOREMENTIONED STATEMENTS IS NOT TRUE, AND I VOLUNTARILY ASSUME ANY AND ALL RISKS AND ACCEPT FULL AND SOLE RESPONSIBILITY FOR ANY CONSEQUENCES – INCLUDING BUT NOT LIMITED TO QUARANTINE, PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, AND ANY EXPENSES AND LOSSES DIRECTLY OR INDIRECTLY RELATED TO THE FOREGOING – THAT MAY BE EXPERIENCED BY ME, OR ANY PERSON OR OTHER BEING WITH WHOM I COME INTO CONTACT, AS A DIRECT OR INDIRECT RESULT OF MY EXPOSURE TO THE COVID-19 VIRUS – OR ANY OTHER VIRUSES, ANY BACTERIA OR ANY FUNGI – DIRECTLY OR INDIRECTLY IN CONNECTION WITH MY ATTENDING ANY FITNESS CLASS AT A TODDPILATES & BARRE FITNESS STUDIO PHYSICAL LOCATION.
7. I have read, understand and agree to adhere to any and all policies and procedures posted in ToddPilates & Barre Fitness Studio physical locations and/or on [www.toddpilates.com](http://www.toddpilates.com) or associated app, or otherwise made available to me, and I will read and adhere to any updates to such policies and procedures. Further, I agree to follow directions given by ToddPilates & Barre Fitness Studio instructors and other representatives regarding my conduct, participation in Fitness Classes, and use of exercise equipment and supplies.

8. ToddPilates & Barre Fitness Studio is open to the general public, and Fitness Classes are provided for everyone's benefit and enjoyment. Any disruptions or refusals to comply with ToddPilates & Barre Fitness Studio policies and procedures and/or directions given by ToddPilates & Barre Fitness Studio instructors and other representatives could impede other class members' participation and/or jeopardize their health or safety. At the sole discretion and request of ToddPilates & Barre Fitness Studio staff or the applicable property owners, I will leave the premises immediately and peacefully. Further, ToddPilates & Barre Fitness Studio may terminate my participation in Fitness Classes and membership at any time in its sole discretion.
9. From time to time Fitness Class instructors may physically adjust students' form and posture. If at any time a particular adjustment is causing pain or other discomfort, or if I do not want such physical adjustments for any reason, it is my sole responsibility to inform the instructors to cease or refrain from physical contact.
10. I understand and acknowledge that livestreamed and recorded Fitness Classes are the sole and exclusive property of ToddPilates & Barre Fitness Studio and are intended only for my personal use in accordance with the terms and conditions of this Agreement and my user account. I agree not to download or otherwise record any livestreamed Fitness Class or portion thereof. Further, I agree not to sell, give away or otherwise share any livestreamed or recorded Fitness Class, or portion thereof, without the prior express, written consent of ToddPilates & Barre Fitness Studio; I understand and acknowledge that such prohibited sharing includes but is not limited to divulging my username and password to any other person, using my account to host workout parties or any other gatherings during which other people participate in livestreamed or recorded Fitness Classes or portions thereof (regardless of whether such other people are or are not members of my household), or forwarding any recorded Fitness Class or portion thereof to another person.
11. ToddPilates may (a) photograph and record, in whole or in part, any Fitness Class or other activity administered, organized, hosted or sponsored by ToddPilates & Barre Fitness Studio, (b) livestream Fitness Classes and release any or all recordings of Fitness Classes publicly via webcast, broadcast, video-on-demand or any other electronic methods, in whole or in part, and (c) release and otherwise use any of the aforementioned photographs and recordings, or portions thereof, in any format (including but not limited to physical prints, digital images, and sound and video clips) for and in connection with any publicity, marketing, image-building, advertising and similar purposes in materials that now or in the future are created, prepared and/or used by or on behalf of 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 to Fitness Classes or other ToddPilates & Barre Fitness Studio activities (collectively, the "Images"). Accordingly, I hereby agree that any and all such Images are solely and exclusively the property of ToddPilates & Barre Fitness Studio, 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 such Images, including but not limited to all copyrights and moral rights, to ToddPilates & Barre Fitness Studio. 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. In the event ToddPilates & Barre Fitness Studio deems that any picture or recording made by me or any other party at a Fitness Class or otherwise in connection with ToddPilates & Barre Fitness Studio could be harmful or inappropriate, upon request from ToddPilates & Barre Fitness Studio, I will not publish such picture or recording via any media or provide it to any third party, and, if I have already shared such picture or recording, I will immediately remove it from my social media accounts and all other public locations. Further, I agree not to take pictures or create recordings of any other person at a Fitness Class or other ToddPilates & Barre Fitness Studio activity without such person's prior consent. 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, IRREVOCABLY, 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 OR MY USE OF ANY PICTURES OR RECORDINGS MADE AT A FITNESS CLASS OR OTHERWISE IN CONNECTION WITH TODDPILATES & BARRE FITNESS STUDIO, WHETHER SUCH PICTURES OR RECORDINGS WERE MADE BY ME OR ANY OTHER PARTY.
12. I understand and acknowledge that I am subject to agreements with certain ToddPilates & Barre Fitness Studio vendors, including but not limited to WellnessLiving, which provides the hosted software services enabling me to create a user account on [www.toddpilates.com](http://www.toddpilates.com) and use the WellnessLiving Achieve app to access such account, and enabling ToddPilates & Barre Fitness Studio to contact me via email, text messages and other means (according to account preferences set by me). I understand and acknowledge that I may access WellnessLiving's Terms of Use via links at the bottom of my user account page on [www.toddpilates.com](http://www.toddpilates.com) or on my account "Settings" page in the WellnessLiving Achieve app, and that I am responsible for reading and complying with the Terms of Use.
13. 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. Each term in this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; however, if and to the extent any term in this



Agreement is declared illegal, void or for any other reason unenforceable by a court of competent jurisdiction, the portion of such term declared illegal, void or unenforceable shall be deemed severable from this document and shall not affect the validity and enforceability of the remaining terms or remainder of the applicable clause. ToddPilates & Barre Fitness Studio's failure to or decision not to enforce any term in this Agreement will not constitute a waiver of that or any other term. Where there is any conflict or inconsistency between the terms in this Agreement and content in any ToddPilates & Barre Fitness Studio website, associated app, social media account, or marketing, communication or descriptive materials (in physical or electronic format), the terms in this Agreement will prevail to the extent necessary to resolve such conflict. Except to the extent otherwise specifically set forth herein, this Agreement constitutes the entire and complete agreement regarding release/waiver of liability, transfer of Image rights and other subject matter herein 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. ToddPilates & Barre Fitness Studio reserves the right, at its sole discretion, to modify, add or remove portions of this Agreement at any time; any such change will become effective immediately after it has been posted on [www.toddpilates.com](http://www.toddpilates.com), and I understand and acknowledge that my continued patronage of ToddPilates & Barre Fitness Studio following the posting of changes means that I accept and agree to any such changes.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY WITH A FULL, DEFINITE AND CLEAR UNDERSTANDING. WHETHER IN HARD COPY OR ELECTRONIC FORM, I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, WITHOUT INDUCEMENT, AND NOT UNDER ANY PHYSICAL OR EMOTIONAL DURESS.

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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](http://www.toddpilates.com) OR SIGNS A SIGN-IN SHEET AT TODDPILATES & BARRE FITNESS STUDIO.**

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**FOR PARENTS/GUARDIANS OF FITNESS CLASS PARTICPANTS 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.

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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/release-waiver-imagerights](http://www.toddpilates.com/release-waiver-imagerights).**