



### WAIVER OF LIABILITY

Please read the following AGREEMENT OF RELEASE and WAIVER OF LIABILITY carefully before signing: In consideration of and as inducement to you enrolling me as a student of The Studio on Third, 102 Third Ave, Cedar Rapids, IA 52404, I represent and agree as follows:

- 1. Risk of Injury:** I acknowledge the inherent risk of physical exercise and hereby assume all risk of injury or illness of my body should it occur at The Studio on Third. This includes any activity, whether in private lesson, semi-private lesson or class, or use of any equipment. I specifically understand that I am releasing and waiving any claims or actions that I may have presently or in the future due to negligent action by the owners, independent contractors, or representatives, known or unknown. I hereby release The Studio on Third and others acting on its behalf from any claims or liabilities for injuries or damages to my person arising from my participation in those activities.
- 2. I am physically sound:** I hereby declare myself to be physically sound and suffering from no condition or impairment that would prevent my safe participation in the physical activities offered by The Studio on Third. I agree to keep my trainer informed of changes to my physical condition or changes in my ability to perform the activities associated with my training.
- 3. I have had a recent physical examination:** I acknowledge that it is recommended that I have a yearly physical examination and consultation with my physician regarding physical activity, exercise and use of exercise equipment. I have either had a physical exam and have been given permission to participate in The Studio on Third's activities or I have decided to participate in these activities without the approval of my physician and assume responsibility for that participation.
- 4. In regards to Aerial Yoga and Pilates, and inversions in general:** I understand the following conditions; Pregnancy, Glaucoma, Recent surgery (esp. shoulder, eyes, back, hips, hands or wrist), Heart disease, Very high or low blood pressure, Easy onset vertigo, Osteoporosis / bone weakness, Recent head injury, Cerebral Sclerosis, Propensity for Fainting, Carpal tunnel syndrome, Severe arthritis, Sinusitis or head cold, Hiatal hernia, Disc herniation or acute discogenic disease, Recent stroke, Artificial hips, Radiculitis (inflammation of nerve root in spine), Severe muscle spasms, Botox (within 6 hours) are contraindications associated with Aerial Fitness and inversions. I understand it is recommended I consult my physician and get their permission before participating in Aerial Fitness and inversions. By signing this waiver, I acknowledge the contraindications and have my physician's permission and/or agree to assume responsibility for my participation and hereby release The Studio on Third and others acting on its behalf from any claims or liabilities for injuries or damages to my person arising from my participation in Aerial activities and inversions.
- 5. I understand and acknowledge that I am to receive instruction in exercises certified by instructors, and I will not hold The Studio on Third, its partners or instructors, to any higher standard of care than that applicable. I hereby release, waive, discharge and covenant not to sue The Studio on Third its owners, its instructors, its agents and employees (all for the purposes herein referred to as "Releasees"), from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claims or demands therefor on account of injury to the person or property or resulting in death or injury of the undersigned whether caused by the negligence of the Releasees or otherwise while I am in or upon the premises used by Releasees.**
- 6. The Studio on Third has put in place preventative measures to reduce the spread of COVID-19, other viruses and/or bacteria infections; however, The Studio cannot guarantee that you will not become infected with COVID-19, other viruses and/or bacteria infections. Further, attending The Studio on Third could increase your risk. By signing this agreement, I acknowledge the contagious nature of COVID-19, other viruses, and/or bacteria infections and voluntarily assume the risk of contracting COVID-19, other viruses and bacteria infections. By signing this agreement, I acknowledge the contagious nature of COVID-19, other viruses and bacteria infections and voluntarily assume the risk that I may be exposed to or infected by COVID-19, other viruses and bacteria infections by attending The Studio on Third and that such exposure or infection may result in personal injury, illness, permanent disability and death. I understand that the risk of becoming exposed to or infected by COVID-19, other viruses and bacteria infections at The Studio on Third may result by actions, omissions, or negligence of myself and others, including, but not limited to, "the Center's" landlord, employees, contractors, and other clients and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, including but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind that I experience or incur in connection with my attendance/participation in appointments or classes at The Studio on Third. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless The Studio on Third, its landlord, employees, contractors, and/or clients, agents or representatives and their families of and from the claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes and Claims based on the action omissions, or negligence of The Studio on Third its landlord, employees, contractors, clients, agents or representatives and their families, whether a COVID-19 or other infections occurs before, during or after participation in any program of The Studio on Third.**

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

Printed name \_\_\_\_\_

Address \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email address: \_\_\_\_\_

Guardian (if participant under 18) \_\_\_\_\_