

Assumption of the Risk and Waiver of Liability Relating to Exercise and the Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Pleasure Point Pilates of Santa Cruz, CA (“the Studio”) has put in place preventative measures to reduce the spread of COVID-19; however, the Studio cannot guarantee that you will not become infected with COVID-19. Further, attending the Studio could increase your risk and the risk of contracting/spreading COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the Studio 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 at the Studio may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Studio Teachers, other clients, and their families. Initials here _____

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, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my family may experience or incur in connection with my attendance at the Studio or participation in Studio programming (“Claims”). _____

On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the Studio its teachers, employees, independent contractors, representatives, and clients of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Studio, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Studio program. _____

An addition, I understand the risks associated with exercise and it is my desire to participate. I have not withheld any relevant information regarding my physical condition. I agree that Pleasure Point Pilates and all instructors associated with it are in no way responsible for any injuries sustained by me during my sessions. I hereby release Pleasure Point Pilates and it’s instructors from any responsibility.

I understand that a Cancellation Fee will be applied to all scheduled sessions and classes that are not cancelled before 24 hours of appointment time, however this late cancellation fee will be waived by the studio should I feel any symptoms such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.

Signature

Date

Print Name