

SESSION | pilates Release of Liability Waiver

Liability Waiver

I, the undersigned, acknowledge the inherent risks involved when using any type of fitness equipment in the Session, and in all other sports and training sessions relating therein. Accordingly, as consideration in exchange for being allowed to participate in any sporting activities and/or activities at Session, I agree to the following: 1. I acknowledge and fully understand that I will be engaging in activities that involve risk of serious injury, which may include permanent disability and even death, and severe social and economic losses which might result not only from my actions, but also from the action, inaction, or negligence of others, the rules of play, or the condition of the premises, or any equipment used, and further that there may be risks not known to me or not reasonably foreseeable. I expressly assume all risks of injury, including death, which may occur in connection with my participation in activities at Session studio. 2. I agree that prior to participating in any activity at Session, I will inspect the Session area and all equipment to be used, and if, through my inspection, I determine that anything related to that activity is unsafe, I will immediately advise the Session staff or another official of Session of this unsafe condition and will not participate until this condition is corrected. 3. I agree to assume all the foregoing risks and accept full responsibility for my own damages following such injury, permanent disability, or death. 4. I release, waive, discharge, and agree not to sue Session, its parent company and any subsidiaries and all its respective agents, affiliates, associates, officers, directors, owners and employees (collectively "Releases") from demands, losses, or damages on account of any bodily injury, death or property damage caused or alleged to be caused in whole or in part by Releases or any other party's actions, inactions, or otherwise. I also agree to indemnify Releases from any and all third party claims caused in whole or in part by my actions. 5. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as Session may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency. 6. I expressly agree that the terms of release and indemnity contained herein are intended to be as broad and inclusive as is permitted by the laws of the state of Texas. Any provision or portion of this Waiver, Release, and Indemnity Agreement found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion. The offending provision or portion shall be construed to the maximum extent possible to confer upon the parties the benefits intended thereby. Said provision or portion, as well as the remaining provisions or portion hereof, shall be construed and enforced to the same effect as if such offending provision or portion thereof had not been contained herein. I have read the above Waiver, Release, and Indemnity Agreement and understand that by agreeing below, I have given up substantial rights. Parental Consent, (for participants under the age of 18) I, the undersigned parent or legal guardian of the child shown below, have read the above Waiver, Release, and Indemnity Agreement and agree to its terms on behalf of my child and myself. I understand that by agreeing below, I am giving up substantial rights on behalf of my child and myself.

Photo Release

I hereby authorize Session to take and publish any photographs or videos taken of me within the studio for use in the Session print, website, or social media sites as well as other Session publications.

I hereby release and hold harmless Session from any reasonable expectation of privacy or confidentiality associated with the images specified above.

I further acknowledge that my participation is voluntary and I will not receive any financial compensation of any type associated with taking or publications of these photographs or videos. I further agree that publication of said images confers no rights of ownership or royalties whatsoever.

I hereby release Session, its contractors, its employees, and any third parties involved in the creation or publication of marketing materials from liability for any claims by me or any third party in connection with my participation.

I hereby acknowledge that I have read the preceding prior to signing, and understand that I am executing a consent, release, waiver of liability, and indemnity agreement.

X _____

Date _____

X _____

Print Name