

PULSE PILATES LLC

d/b/a PULSE PILATES
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WAIVER OF LIABILITY

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN
ACCIDENT
PLEASE READ CAREFULLY!**

PULSE PILATES LLC, D/B/A PULSE PILATES (THE "COMPANY") STRONGLY RECOMMENDS THAT YOU CLEAR YOUR PARTICIPATION IN ANY PROGRAM WITH YOUR PHYSICIAN. THE PROTOCOLS OF THIS PROGRAM WILL INVOLVE YOU IN RELATIVELY HIGH INTENSITY WORKOUTS OR INTENSE BODYWORK AND IT IS IMPORTANT YOU UNDERSTAND THE FOLLOWING:

I will be participating in physical training sessions, red light sauna sessions, and/or cold plunge sessions (individually and collectively known as "Service").

ACKNOWLEDGEMENT OF DANGER OF PILATES: I am fully aware that these Services are of a nature and kind that are extremely strenuous involving pilates activities with foreseeable and unforeseeable risks that no amount of care, caution or expertise can eliminate. Risks include, but are not limited to: muscle, joint, soft tissue and bone injuries, falls, heart attack, stroke, paralysis, or death. I acknowledge that specific potential dangers and possible injuries associated with pilates activities include, but are not limited to, strains, sprains, and tears of muscles, ligaments, and tendons; Fractures and dislocations of bones and joints; injuries resulting from falls or improper use of equipment, overexertion leading to exhaustion, dehydration, or heat stroke; aggravation of pre-existing medical conditions; injuries caused by the actions or negligence of other participants; injuries resulting from the physical environment, such as slippery floors or improperly maintained equipment; cardiovascular incidents such as heart attack or stroke; neurological injuries including nerve damage or paralysis; respiratory issues due to intense physical exertion, injury to my fetus (if pregnant); exposure to, and sickness from, infections viruses, bacteria and disease, including but not limited to, COVID-19; and (3) property damage.

ACKNOWLEDGEMENT OF DANGER OF INFRARED SAUNA USAGE: I acknowledge that The Company provides access to a red light sauna that emits infrared and other wavelengths of light. I understand that while research suggests possible health benefits, all sauna use involves inherent risks, including overheating, dehydration, dizziness, claustrophobia, skin burns, exacerbation of medical conditions, and other injuries or medical events. I acknowledge that use of infrared saunas may have negative side effects that include, but are not limited to, low blood pressure, light-headedness, leg pain, and

airway irritation. I agree to immediately stop sauna use if pain, discomfort, dizziness, or any concerning symptoms occur.

ACKNOWLEDGEMENT OF DANGER OF COLD PLUNGE USAGE: I acknowledge that The Company provides access to a cold plunge for the sudden immersion in cold water. I understand that while research suggests possible health benefits, all cold plunge use involves inherent risks, including cold shock, hyperventilation, increased heart rate, increased blood pressure, dizziness, panic, loss of consciousness, hypothermia, and sudden cardiac events. I acknowledge that use of a cold plunge may cause involuntary inhalation of water and drowning. Loss of muscle control from hypothermia may also increase the drowning risk. I agree to immediately stop cold plunge use of pain, discomfort, dizziness, panic, decreased mental acuity, impaired muscle coordination, or any concerning symptoms. I acknowledge that underlying medical conditions like heart disease, asthma, seizures, diabetes, stroke recovery, or pregnancy may be exacerbated by cold plunging. Finally, I acknowledge that slippery surfaces surrounding the cold plunge increase the risk of injury from slips and falls.

ACCEPTANCE OF RESPONSIBILITY: I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in any Services in and surrounding the location listed above (known hereinafter as the “Premises”), and accept full responsibility for any all risk of death, serious personal injury, temporary or permanent disability, or property loss and/or damage suffered by me or my property in connection with the Services whether or not described in this Agreement, known or unknown, inherent or otherwise, or while visiting, traveling to or using the Premises.

ASSUMPTION OF RISK: Understanding, acknowledging, and accepting all the risks and hazards involved with the Services, I freely and voluntarily choose to participate, enter, and use the Premises, and I HEREBY VOLUNTARILY AND EXPRESSLY AGREE TO ACCEPT AND ASSUME ALL RISK OF LOSS, DAMAGES, THEFT, INJURY OR DEATH THAT MAY OCCUR TO ME OR MY PROPERTY AS A RESULT OF OR INCIDENT TO MY PARTICIPATION IN THE SERVICES, INCLUDING THE RISK I MAY BE INJURED BY THE ACTIONS, OMISSIONS, REPRESENTATIONS OR NEGLIGENCE OF THE COMPANY, ITS OWNERS, AGENTS, OFFICERS, PRINCIPALS, EMPLOYEES, INDEPENDENT CONTRACTORS, AND VOLUNTEERS (THE “RELEASED PARTIES”), OTHER PARTICIPANTS OR THIRD PARTIES WHILE PARTICIPATING IN THE SERVICES OR FROM OR USING OR VISITING THE PREMISES. I understand and agree that this Agreement will be binding on me, my spouse (or registered domestic partner), my guardians, the executors or administrators of my estate, my heirs, my personal representatives, my assigns, my successors in interest, my children, and any guardian ad litem for said children (collectively, the “releasers”). I accept full and complete responsibility for the safety of myself, any guests, observers or other individuals who I have invited to the Premises, and property we have brought to the Premises, and I assume the risk of damage, theft, loss or injury caused by others to me, my guests and our property. I also accept full and complete responsibility for the consequences of taking unreasonable risks while participating in the Services or using the Premises, including, without limitation, attempting activities that I am not qualified to perform safely, causing any other participants/spectators an unreasonable risk of harm, or failing to follow correct safety procedures when using the Premises and participating in the Services.

CONTRAINDICATIONS: I understand that there are specific conditions or factors (the “Contraindications”), that serve as a reason to withhold from engaging in specific Services because they

may be harmful or potentially dangerous. The Contraindications could pose risks or negative outcomes to my health. Such Contraindications may include but are not limited to acute or active infections, fever, acute congestive heart failure, acute or uncontrolled congestive heart failure, acute pulmonary edema, acute pulmonary embolism, acute thrombophlebitis, arrhythmias (or other known heart condition), bone fractures or dislocations, cardiac failure, chronic migraines, chronic obstructive pulmonary disease (COPD) with air trapping, claustrophobia, cold-induced asthma, cold-induced urticaria (hives), congenital heart defects, deep vein thrombosis (DVT), dehydration or electrolyte imbalances, diabetes, history of epilepsy, episodes of pulmonary embolism, heat intolerance disorders (e.g., multiple sclerosis), hemophilia or other bleeding disorders, history of heat-related illness, history of heatstroke, history of skin cancer in the treatment area, history of spontaneous pneumothorax, hypotension, impaired sensation or numbness, implanted medical devices sensitive to heat (e.g., pacemakers), implanted medical devices sensitive to light (e.g., certain intraocular lenses), infections, lesions, liver or kidney disease, lung conditions with bullae or blebs (e.g., emphysema), metabolic disorders affecting electrolyte balance, open wounds or ulcers with or without infection, peripheral arterial disease, peripheral vascular disease, photosensitive skin conditions (e.g., lupus), and air-trapping emphysema, pregnancy, Raynaud's disease, recent drug or alcohol consumption, recent myocardial infarction, respiratory conditions (e.g., asthma), history of seizures, sensitivity to light (or medications that increase light sensitivity), severe dehydration, mild or severe peripheral neuropathy, silicone implants (may be sensitive to heat or cold therapies), skin conditions aggravated by heat (e.g., eczema), tumors, uncontrolled hypertension (or other known heart condition), upper respiratory infections.

RULES AND INSTRUCTIONS: I agree to abide by all rules and instructions provided by The Company related to the proper use of the Services and equipment. I understand that failure to follow rules or instructions could result in harm to myself or others.

PHYSICAL CONTACT ACKNOWLEDGEMENT: I understand that the Services may involve physical contact between myself, other participants, and the Released Parties. I give permission to be touched in a professional manner by those representing The Company and recognize that they will have direct contact with me. I acknowledge that it is my responsibility to notify The Company if I am uncomfortable with this physical contact and will work with The Company to determine how I may continue to participate in the Services with no contact.

PUBLICITY RELEASE: For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby irrevocably grant to The Company, the irrevocable, perpetual and unrestricted (except as expressly set forth below) right and permission, to use and publish my appearance ("publicity rights") in any and all media now or hereafter known in connection with The Company, the Services, including any goods or products, or any related activities to any of the foregoing (all such medium in which the Publicity Rights are used shall be referred to as the "pictures"), for any commercial purpose whatsoever, without royalty, payment, or any other compensation whatsoever to me. For such use of the Publicity Rights and the Pictures, I understand and agree that I will not be entitled to any compensation or consideration beyond my participation in the Services. I further agree that The Company may edit, alter, digitize, synchronize, reproduce or otherwise change the Pictures for any such purpose. I acknowledge that I shall have no, and hereby expressly disclaim, any ownership, authorship or moral rights in the Pictures or any part thereof.

VIDEO SURVEILLANCE: I recognize the need for video surveillance on and about Premises for security and productivity purposes. I recognize and agree that it is a condition of participation at The Company that I freely execute and agree to this video surveillance, including being personally recorded pursuant to said video surveillance. I agree that the Released Parties may use any taping of my image, voice or appearance at any time pursuant to said video surveillance at its discretion in the ordinary course of its operations.

AUDIO/VISUAL PUBLICITY WAIVER: I agree to indemnify and hold harmless the Released Parties, its agents, successors, and assigns, from any and all claims, demands, actions or causes of action, liabilities, costs, dues, sanctions, fees, penalties, or expenses of any sort arising from the making of such recordings of me and their lawful and appropriate use. I further acknowledge that The Company exclusively owns all rights to these recordings regardless of the form in which they are produced or used.

COPYRIGHTS: The rights granted to the Released Parties herein include, without limitation, all rights of every nature whatsoever in connection with use of the Pictures, including without limitation all copyrights (and any other intellectual property rights) therein and renewals and extensions thereof. I acknowledge and agree that all copyrights and right of every other kind relating or pertaining to the Pictures described above are the sole property of The Company and I have no claim to the copyrights (or any other intellectual property rights) in the Pictures.

HEALTH CERTIFICATION: Prior to using the Services, I acknowledge that I must obtain a health certification from a licensed physician confirming that I am in good health and able to safely tolerate the extreme conditions created by the Services. The health certification must be dated within the past twelve (12) months and state that I have no medical conditions that would make use of the Services hazardous or life-threatening. I must renew my health certification annually in order to continue using the Services. Failure to provide an up-to-date certification will result in suspension of the Services privileges.

STAFF RIGHT TO DENY ACCESS: The Company reserves the right to deny me access to the Services if I appear impaired or otherwise unable to safely use the Services. Grounds for denial of access include but are not limited to: signs of alcohol/drug intoxication, combativeness, disruptive behavior, vandalism, non-compliance with rules/instructions, health concerns, and hygiene issues. Any denial of access will be documented in an incident report and reviewed by The Company.

CHILD OF PARTICIPANT: I willingly assume full responsibility for any and all risks that I am exposing my child/children to as a result of bringing him/her/them with me to this Premises and Services and accept full responsibility for any injury or death that may result to them from their presence and/or unauthorized/unsupervised action and activity.

I hereby certify that I know of no medical problems that would increase his/her/their risk of illness, injury, or death as a result of his/her/their presence in the Premises. I willingly assume full responsibility of supervision of my child/children during my entire time at The Company.

With my full understanding of the above information, I agree to assume any and all risks to my child/children associated with my participation in any and all Services at this Premises.

SERVICE ANIMAL: I understand that only dogs trained as service animals, within the definition of the Americans with Disabilities Act, to perform tasks or work for a person with a disability are permitted as Service Animals.

Service animals must be well-behaved and under control at all times. If the service animal is not under control, or behaving inappropriately, I understand that The Company may ask me to leave. Inappropriate behavior includes showing aggression, being disruptive, or not being housebroken. I understand that if the presence of the service animal poses a direct threat to the health or safety of others that cannot be mitigated, I may be asked to remove the service animal from the premises. I shall be liable for any damage or injury to any person or property caused by such animal as a result of my negligence or failure to control or properly handle the service animal. I will indemnify, defend, and hold harmless the Released Parties for any damages, loss, expenses, attorneys' fees, costs, judgments or liability which might accrue as the case may be, because of my negligence or failure to control or properly handle the service animal.

WAIVER: In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the Services, I HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE ANY AND ALL CLAIMS OR CAUSES OF ACTION, NOW KNOWN OR HEREFTER KNOWN IN ANY JURISDICTION THROUGHOUT THE WORLD, AGAINST THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, ACCIDENT, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION, DELAY, INCONVENIENCE OR OTHER HARM OF WHATEVER NATURE THAT MAY BE DIRECTLY OR INDIRECTLY RELATED TO, ARISING FROM OR SUSTAINED FROM PARTICIPATION IN THE SERVICES AND/OR USE OF THE PREMISES OR ACTIVITIES RELATED THERETO, NEGLIGENT FIRST AID OR EMERGENCY RESPONSE OF THE RELEASED PARTIES OR OTHER NEGLIGENT ACT OR OMISSION OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF ANY RELEASED PARTIES OR OTHERWISE, provided that nothing in this Section shall be deemed to release any Released Party from liability arising from their own willful or intentional injury to me or my property.

I expressly waive the provisions and protections of Section 1542 of the California Civil Code and any similar law of any jurisdiction. I understand that Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE. WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

I expressly acknowledge and understand the significance, effects and consequences of a waiver of Section 1542 and hereby assume full responsibility for such waiver.

CONSENT TO MEDICAL TREATMENT: I understand that the Services that take place on the Premises **may not be supervised** and that The Company does not provide medical services. I understand that certain prescribed medications may exacerbate these physiological changes and create an even greater risk of physical damage or death. In connection with any injury that I may sustain or illness or other medical

conditions that I may experience during my presence at The Company, I authorize and consent to receive any emergency first aid, medication, medical and/or surgical treatment deemed necessary by the attending personnel and/or the Released Parties. I acknowledge that the Released Parties are under no obligation to provide such medical treatment or services, and the Released Parties do not warrant or make any representation concerning the adequacy or continuation of such medical services, nor can the Released Parties be deemed responsible or held liable for any claims arising out of the provision of such medical services or the failure to provide or to continue to provide such medical services. I further authorize the Released Parties to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if not able or immediately available to do so and the same is urgent as determined in their sole discretion. I ACKNOWLEDGE AND AGREE THAT EMERGENCY ASSISTANCE AND/OR TREATMENT MAY BE RENDERED BY PERSONS WITH TRAINING OR EXPERIENCE WHICH MAY NOT BE ADEQUATE FOR CERTAIN MEDICAL SITUATIONS AND/OR THE INJURIES SUSTAINED BY ME, WHICH INJURIES MAY BE COMPOUNDED BY NEGLIGENT FIRST AID OR EMERGENCY RESPONSE OF THE RELEASED PARTIES OR OTHER INDIVIDUALS OR MEDICAL OR EMERGENCY PERSONNEL AND WAIVE ANY CLAIM IN RESPECT THEREOF. I expressly acknowledge that if The Company is located some distance from medical facilities, that such distance may exacerbate any injury or condition sustained by me. I shall be responsible for all costs associated with such medical care and related transportation.

PERSONAL PROPERTY: I am responsible for the security and safety of my own property and any personal effects I use, bring to or leave at the Premises, and that the Released Parties cannot guarantee the security or safety of my property. Should I leave any property at the Premises or otherwise in the custody of the Released Parties, I do so at my sole and absolute risk. None of the Released Parties shall have any liability to me or anyone else in the event of loss, damage, destruction or use, whether authorized or not, by any person or theft of any such property.

INDEMNIFICATION: I SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, LOSSES, COSTS, DAMAGES, EXPENSES, SETTLEMENTS, JUDGMENTS, CAUSES OF ACTION AND LIABILITIES OF ANY KIND WHATSOEVER, WHETHER FORESEEN OR UNFORESEEN, INCLUDING ATTORNEYS' FEES, IN LAW OR IN EQUITY, ARISING OUT OF OR RESULTING FROM ANY CLAIM RELATED TO MY PARTICIPATION IN THE SERVICES, INCLUDING WITHOUT LIMITATION, MY BREACH OF THIS AGREEMENT OR PREMISES RULES AND POLICIES, ANY INDIVIDUAL I INVITE TO THE PREMISES, OR ANY OTHER THIRD PARTY CLAIM RELATED TO THE SERVICES.

COVENANT NOT TO SUE: I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while on or using the Premises.

SURVIVAL: Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.

ENTIRE AGREEMENT; MODIFICATION; BINDING EFFECT: This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

GOVERNING LAW AND VENUE: This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of California, without giving effect to the principles of conflicts of law. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in California, Alameda County.

SEVERABILITY: If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

I have fully read and fully understand the foregoing assumption of risk, and release of liability, and I understand that by signing, it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights. I have been provided an opportunity to ask an attorney questions regarding this form and any fitness related program, as well as questions for clarity. By signing, I am verifying that I have received adequate and sufficient answers to all of my questions.

(IF APPLICABLE) I, THE PARENT/GUARDIAN/CUSTODIAN, OF THE MINOR CHILD HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS AND THAT I UNDERSTAND I AM GIVING UP SIGNIFICANT LEGAL RIGHTS OF MINE AND MY CHILD'S, INCLUDING THE RIGHT TO SUE THE COMPANY. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

Date:

Participant's Signature:

Legal Guardian's Signature: