

Absolute Pilates Visitor Agreement

(Including Assumption of risks and agreements of release)

In consideration of the use of the premises, facilities and services of the Pilates studio of Absolute Pilates, LLC, I, an adult (eighteen years of age or older) visitor, understand, Acknowledge and agree as follows:

Activities and Risks: I understand that the activities offered by the Absolute Pilates Studio ("the studio") include the following: independent and group exercising, including the use of exercise equipment a variety of associated individual and group classes and otherwise moving about the studio and its outside perimeter (all, the "activities").

I understand that activities of the gym require moderate to heavy physical exertion and I represent that I have no mental or physical condition that might create risks to me, or to others. I understand that visitors will be exposed to risks including, among others, the following: (1) slips, falls or collisions while using the facilities, floors, entrances and exits, and any other facilities or equipment; (2) failure of equipment, including but not limited to worn or defective safety equipment; (3) my physical strength, coordination, sense of balance or ability to follow directions while participating in an activity.

Assumption of Risks: I understand that the risks described above, and others, inherent or not, may result in all manner of trauma including breaks, sprains, abrasions muscle pulls and strains, heart attack, and serious injury. I acknowledge and assume all such risks, inherent and otherwise and whether or not described above.

Release and Indemnity: I, to the maximum extent allowed by law, agree to release and not to sue, and to defend and indemnify Absolute Pilates, its owners, officers, employees, subcontractors, and visiting or guest instructors ("Released Parties") with respect to any claim related in any way to my visit to the studio or participation in an activity of the studio and the use of its facilities or services. These agreements of release and indemnity include loss or damage caused or claimed to be caused in whole or in part by the negligence, but not the intentional wrongs or the gross negligence, of a Released Party.

Photo Release: I hereby give my permission and consent to the taking of photographs, videotapes, and other images of me without compensation.

The terms of this agreement and any dispute between a Released Party and a visitor, related to this agreement or otherwise, will be governed by the substantive laws (not including laws which might apply the laws of another jurisdiction) of the State of Wisconsin. Any suit or mediation of the dispute will take place solely in Waukesha County, Wisconsin. I consent to the jurisdiction of such courts.

This document is intended to be binding, to the fullest extent of the law, on all persons signing below and their respective successors, heirs, executors, administrators and family members. It may not be altered. If any part of this document is deemed by a court of competent jurisdiction to be unenforceable the remainder shall nevertheless be in full force and effect.

This agreement will govern visits to the premises of the studio on the date on which it is signed and thereafter until it is withdrawn by written notice to the studio or replaced.

The terms of this agreement are subject to good faith bargaining for modification, which may include an enlargement of the fee or other financial obligations of the visitor or Parent.

Name (Please Print)

Signature

Date