

Silicon Beach Waiver and Release Form

Cancellation upon death or disability: The buyer may cancel this agreement if the buyer dies or becomes physically unable to avail himself or herself of a substantial portion of those services which he or she used from the commencement of the agreement until the time of disability, with refund or funds provide proof of disability or death. A refund shall be issued within 30 days after receipt of the notice of Cancellation. If this location goes out of business, or moves its facilities more than 5 driving miles from the business location designated in such agreement and fails to provide, within 30 days, a facility of equal quality located within 5 driving miles of the business location designated in such agreement at no additional cost to the buyer, you may Cancel this agreement and receive a complete refund of all dues paid for future services within 30 days after receipt of the notice of Cancellation. Notice of intent to Cancel by the buyer shall be given in writing to the health studio. Such a notice of Cancellation from the consumer shall also terminate automatically the consumer's obligation to any entity to whom the health studio has subrogated or assigned the consumer's agreement. The business location of a health studio shall not be deemed out of business when temporarily closed for repair and renovation of the premises: upon sale, for not more than 14 consecutive days; or during ownership, for not more than 7 consecutive days and not more than two periods of 7 consecutive days in any calendar year. The initial agreement will not be for a period in excess of 36 months and thereafter shall only be renewable annually. Such renewal agreements may not be executed and the fee therefore paid until 60 days or less before the preceding agreement expires. The buyer should contact the California Department of General Services within 60 days should Silicon Beach Pilates go out of business. NOTICE OF CANCELLATION: Any notice of intent to cancel or termination by client under any provision of this agreement must be delivered in person or by mail to Silicon Beach Pilates 11308 Stevens Avenue Culver City CA 90230. We assume no responsibility for mail not received if not sent by certified mail.

Assumption of Risk, Waiver and Release of Liability, and Miscellaneous Provisions

In consideration of the permission to use the facilities, equipment, services, premises, and products at Silicon Beach Pilates (hereafter Silicon Beach Pilates) today, and at any time in the future, I **understand and agree to all of the following:**

Social Media and Model Release

This form confirms the agreement between you (participant) and Silicon Beach Pilates regarding your participation in which you may be photographed or videotaped (on the property) from time to time. I hereby irrevocably grant to Silicon Beach Pilates exclusively and for all media throughout the world including print, non-theatrical home video DVD social media internet and any other electronic medium presently in existence or invented in the future the right to use and incorporate alone or together with other materials in whole or in part photographs or videos footage taken of me as a result of my participation in approved activities for Silicon Beach Pilates.

Assumption of Risk: I understand that any physical activity carries with it an inherent risk of injury. Strength training can involve strenuous exertions of various muscles placing stress on the muscles, bones, and joints. Cardiovascular training can involve sustained physical activity placing stress on the heart, arteries, and blood pressure. Risk of injury may be minor such as soreness, sprains, strains, and bruises, or serious such as heart attack, stroke, paralysis, and death. I understand these risks and agree to assume all risk of injury or illness associated with exercise whatever the cause.

Waiver and Release of Liability: I voluntarily and knowingly agree on behalf of myself, my spouse, my heirs, personal representative assigns, and anyone else claiming by or through me to indemnify and hold harmless Silicon Beach Pilates and all others by paying all costs and attorney's' fees they incur in investigation and defending a claim or suit if such claim or suit is withdrawn, or if a court determines for whatever reason (including the enforceability of this agreement), that Silicon Beach Pilates and or others are not liable for the injury or loss.

Denied Payment Charges: If my payment is denied for any reason, I agree to pay a \$25 service charge plus the amount of the denied payment within 5 days. I agree to pay all costs of collection, including reasonable attorney's fees and court costs.

Interpretation: This agreement is intended to be interpreted as broad and as inclusive as permitted by the laws of California to relieve Silicon Beach Pilates and all others associated in any way with Silicon Beach Pilates, from all liability for any and all claims for damages due to injury or property loss based on any legal theory. This agreement shall be interpreted under the laws of California.

Severability Venue: If any portion of this agreement is held invalid, the balance of the agreement shall continue in full legal force. Any legal action shall be brought in Los Angeles County CA.

Consent to Physical Contact: It is sometimes necessary for a trainer to physically touch a client to attain the proper form for an exercise. I hereby consent to such appropriate physical contact.

Entire Agreement: Pages 1 and 2 constant the entire agreement. I have not relied on any oral representations by anyone in addition to, or inconsistent with the written terms of this agreement.