**Breathe Fitness LLC Release of Liability
and Assumption of Risk Agreement**

 Through the purchase of a Pilates/training session(s) or group exercise class(es), I have agreed voluntarily to participate in an exercise program, including, but not limited to,Pilates, strength training, flexibility development and aerobic exercise, under the guidance of **BREATHE FITNESS LLC**. I hereby stipulate and agree that I am physically and mentally sound and currently have no physical conditions that would be aggravated by my involvement in an exercise program. I acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise and use of exercise equipment. I have provided verification from a licensed physician that I am able to participate in a general fitness-training regimen, or have decided to participate in the exercise activities, programs and use of equipment without the approval of my physician and consequently hereby assume all responsibility from my participation in said activities, programs and use of equipment. Just because **BREATHE FITNESS LLC** may provide and/or maintain an exercise/fitness program for me does not constitute an acknowledgement, representation or indication of my physiological well-being or a medical opinion relating thereto.

 I understand and am aware that physical-fitness activities, including the use of equipment, are potentially hazardous activities. I am aware that participating in these types of activities, even when completed properly, can be dangerous. I am aware that potential risks and injuries associated with these types of activities include, but are not limited to: death, fainting, disorders in heartbeat, serious neck and spinal injuries that may result in complete or partial paralysis or brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the musculoskeletal system, and serious injury or impairment to other aspects of my body, general health and well-being.

I understand that I am responsible for my own medical insurance and will maintain that insurance throughout my entire period of participation with **BREATHE FITNESS LLC**. I will assume any additional expenses incurred that go beyond my health coverage. I will notify the **BREATHE FITNESS LLC** of any significant injury, illness or health problem that may require medical attention. I hereby consent to first aid, emergency medical care and admission to an accredited hospital or an emergency care center when necessary for executing such care and for treatment of injuries that I may sustain while participating in a fitness-training program.

Either **BREATHE FITNESS LLC** or I will provide the equipment to be used in connection with my workouts, including, but not limited to, benches, dumbbells, barbells, exercise balls and bands, boxing equipment, balance boards and similar items. I represent and warrant any and all equipment I provide for training sessions is for personal use only. **BREATHE FITNESS LLC** has not inspected my equipment and has no knowledge of its condition. I understand that I take sole responsibility for my equipment. I acknowledge that although **BREATHE FITNESS LLC** takes precautions to maintain the equipment, any equipment may malfunction and/or cause potential injuries, I take sole responsibility to inspect any and all of my or **BREATHE FITNESS LLC’** equipment prior to use. I also agree to follow the verbal instructions issued by the trainer. I take full responsibility for my well-being when exercising outdoors and in any public areas with **BREATHE FITNESS LLC**

 Although **BREATHE FITNESS LLC** will take precautions to ensure my safety, I expressly assume and accept sole responsibility for my safety and for any and all injuries that may occur. In consideration of being allowed to participate in the personal fitness training activities of **BREATHE FITNESS LLC**, I, for myself and for my executors, administrators, and assigns, do hereby forever waive, release and discharge any and all claims against **BREATHE FITNESS LLC** and any of its staff, officers, officials, volunteers, sponsors, agents, representatives, executors, successors, assigns and all others acting on its behalf, and agree to hold them harmless from any claims or losses, including but not limited to claims for any negligent act or omission, resulting in any injuries or expenses that I may incur while exercising or using any equipment at various sites, including home, or while traveling to and from training sessions. These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted with **BREATHE FITNESS LLC**.

 I represent and warrant I am signing this agreement freely and willfully and not under fraud or duress.

HAVING READ THEABOVE TERMS AND INTENDING TO BE LEGALLY BOUND HEREBY AND UNDERSTANDING THIS DOCUMENT TO BE A COMPLETE WAIVER AND DISCLAIMER IN FAVOR OF **BREATHE FITNESS LLC**. PAYMENT AND/OR MY SIGNATURE BELOW CONFIRMS THAT I HAVE AGREED TO THESE TERMS AND CONDITIONS.

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Print name Signature Date

