



# WAIVER OF LIABILITY & INDEMNITY AGREEMENT

This AGREEMENT is between \_\_\_\_\_ (print name) whose address is: \_\_\_\_\_ (hereinafter referred to as "Client") and d'Pilates Prosper Physical Therapy, a division of 'dPilates, LLC, (hereinafter referred to as "d'Pilates").

**1. Statement of Awareness:**

Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. d'Pilates has facilities for and provides services for activities such as weight lifting, walking, jogging and running, aerobic activities, and athletic activities. Some of these activities involve strenuous exertions of strength using various muscle groups, some activities involve quick movements involving speed and change of direction, and other activities involve sustained physical activity, which places stress on the cardiovascular system. The specific risks vary from one activity to another, but in each activity the risk of injuries range from (1) minor injuries such as scratches, bruises and sprains to (2) major injuries such as loss of sight, joint or back injuries, concussions, and heart attacks to (3) catastrophic injuries including paralysis and death.

**2. Assumption of Risk:**

- Client understands that medical clearance is recommended before beginning any exercise program and that consultation with my physician to gain clearance to begin a fitness program is Client's responsibility and highly recommended by d'Pilates.
- Client has read the Statement of Awareness and acknowledges the nature of the activities at d'Pilates and Client understands the demands of those activities relative to Client's physical condition and skill level, and Client fully appreciates the types of injuries, which may occur as a result of activities made possible by d'Pilates. Client hereby asserts that Client's participation is voluntary and that Client knowingly assumes all such health and injury risks.

**3. Waiver of Liability:**

In consideration of permission to use, today and on all future dates the property, facilities, and services of d'Pilates, Client on behalf of Client, Client's heirs, personal representatives, or assigns, do hereby release, waive, discharge d'Pilates, d'Pilates directors, officers, employees, volunteers, interns, independent contractors, and agents from all liability, and covenant not to sue, from any and all claims arising from the ordinary negligence of d'Pilates or any of the aforementioned parties. This agreement applies to (1) personal injury (including death) from accidents or illnesses arising from the participation in d'Pilates activities including, but not limited to, organized activities, group classes, observation, and individual use of facilities, premises, or equipment; and to (2) any and all claims resulting from the damage to, loss of, or theft of property.

**4. Indemnification and Hold Harmless:**

Client agrees to HOLD HARMLESS AND INDEMNIFY d'Pilates from all claims resulting from negligence and to reimburse any expenses incurred by d'Pilates in investigating and defending a claim or suit if Client's claim is withdrawn, or to the extent a court or arbitration determines that d'Pilates is not responsible for the injury or loss.

**5. Severability and Venue:**

The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, both parties agree that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, Client agrees that if legal action is brought, the action must be brought in the State of Texas.

**6. Acknowledgment of Understanding:**

Client has read this waiver of liability and indemnification agreement and fully understands and acknowledges its terms. Client understands that Client is voluntarily giving up substantial rights, including my right to sue. Client acknowledges that Client is signing the agreement freely and voluntarily, and intends Client signature to be a complete and unconditional release of all liability to the greatest extent allowed by law in the State of Texas.

---

*Signature of Client*

---

*Date*

---

*Witness – Signature*

---

*Date*