

1. In consideration of my acceptance into and participation in a program of strength, flexibility and cardiovascular training, including but not limited to Pilates instruction or personal training or other physical exercise, conducted by Ruby Ramdhan and Live Well Pilates, LLC, its representatives, teachers, contractors, and employees, for other good and valuable consideration, and having knowledge of the dangers and risks in this program as further described below, I hereby release, hold harmless and discharge forever Ruby Ramdhan and Live Well Pilates, LLC, its members, directors, officers, volunteers, representatives, teachers, contractors, and employees, from any and all present and future claims, liability, demands for property damage, personal injury, illness, wrongful death or other damage, rights, causes of action, judgments, costs and expenses (including reasonable attorneys' fees) or other claims, demands, or liability of whatsoever kind or nature and arising as a result of, or in connection with, my participation in strength, flexibility and cardiovascular training, including but not limited to Pilates instruction or personal training or other physical exercise offered by Live Well Pilates, LLC, its members, directors, officers, volunteers, representatives, teachers, contractors, and employees, including all acts of active or passive negligence. I agree not to sue Ruby Ramdhan and Live Well Pilates, LLC, its members, directors, officers, volunteers, representatives, teachers, contractors, and employees, in connection with any such injury or damage as stated above. I hereby voluntarily waive any and all claims, present and future, that may be made by me, my family, estate, heirs, assigns or others acting on my behalf and I assume all risks arising from the program.

2. Further, I am aware that strength, flexibility and cardiovascular exercise, including the use of equipment, are a potentially hazardous activity. I am aware and understand that fitness activities and exercise, including but not limited to Pilates instruction and personal training, involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attack, disability, and injury to all bones, joints and muscles, muscle strains/pulls or tears, broken bones, shin splints, heat prostration, knee/lower back/foot injuries and any other illness, soreness, or injury however caused, occurring during or after my participation in the exercise program, and that I am voluntarily participating in these activities and using equipment and machines with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to accept and fully assume any and all inherent risks of injury or death.

3. I do hereby further declare myself to be physically fit and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in fitness activities, including but not limited to Pilates and personal training, or use of equipment or machines. I acknowledge that I have either had a physical examination and have been given permission by my physician or health care provider to participate in physical exercise, fitness activities, including but not limited to Pilates and personal training, or I have decided to participate in said physical exercise, personal training fitness activities, including but not limited to Pilates and personal training, programs and use of equipment without the approval of my physician or a health care provider in said activities, programs and use of equipment.

4. I further agree to indemnify and hold harmless Ruby Ramdhan and Live Well Pilates, LLC, its members, directors, officers, volunteers, representatives, teachers, contractors, and employees, for any and all claims based on my acts or omissions, or the acts or omissions of others, arising as a result of my participation in or receiving instruction in

strength, flexibility and cardiovascular activities and physical exercise, including but not limited to Pilates instruction and personal training, the use or maintenance of equipment used for such activities and any activities incidental thereto, wherever, whenever, or however the same may occur.

5. I understand that this waiver is intended to be as broad and inclusive as permitted by Tennessee law which shall be the applicable law in any legal proceeding arising from a claim under the program and agree that if any portion is held invalid, the remainder or the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in the State of Tennessee.

6. I hereby acknowledge and hereby grant to the Ruby Ramdhan and Live Well Pilates, LLC its parent, related, subsidiary and affiliated companies, successors and assigns, and to such other persons as Ruby Ramdhan and Live Well Pilates, LLC, may designate or give permission to from time to time (collectively, the "Licensees"), the absolute, irrevocable right and permission to use, in any manner, throughout the world, in perpetuity, my name, voice, portrait, likeness, testimonials and statements (including but not limited to photographs, video, film and/or other recordings of me), either alone or accompanied by other material, such as still images or footage, in any media and formats whether now known or later developed, for any purpose relating to Pilates instruction or other fitness training and instruction in the United States, and advertising and publicizing Live Well Pilates, LLC, and its products and/or services. I agree that I will not hold or seek to hold Licensees responsible for any liability resulting from the use of my name, voice, portrait, likeness, photograph and/or footage in accordance with the terms of this Release, Waiver, and Covenant Not To Sue ("Release"), including, but not limited to what might be deemed as to be a misrepresentation of me, my character or my person due to distortion, optical illusion or faulty reproduction that may occur in the finished product. I acknowledge the fact that the Licensees are not obligated to make any use of my name, voice, portrait, likeness, biographical information, still images and/or footage. I waive and release any and all rights and claims against Ruby Ramdhan, Live Well Pilates, LLC, and/or its members, directors, officers, volunteers, representatives, teachers, contractors, and employees, and/or agents for any injury or loss suffered while participating in a program of strength, flexibility and cardiovascular training, including but not limited to Pilates instruction or personal training or other physical exercise.

7. Live Well Pilates, LLC, reserves the right to modify this Release from time to time without any notice and at its sole discretion by posting this Release on the website of Live Well Pilates, LLC.

8. I affirm that I am of legal age, competent to contract in my own name, and am freely signing this Release relying on my own judgment and knowledge. I have carefully read this document and understand and fully understand the contents, meanings and impact of this Release. I acknowledge that by signing this Release, I am giving up all legal rights and remedies which may be available to me for the acts or omissions, including but not limited to all acts of active or passive negligence, of Ruby Ramdhan and Live Well Pilates, LLC, its members, directors, officers, volunteers, representatives, teachers, contractors, and employees.

Parental Consent and Guarantee

I have read this Release and fully understand its contents, terms and conditions. I am the Parent / Legal Guardian of the minor above and I give permission for my son/daughter to participate in the activity, guarantee his/her performance of and compliance with the terms of this waiver, and I, individually and on behalf of my son/daughter, agree to be bound by this waiver.

Name: _____ Date: _____