

PULSE PILATES STUDIO
LIABILITY WAIVER, ASSUMPTION OF RISK & STUDIO POLICIES AGREEMENT
(State of New Jersey)

This Liability Waiver, Assumption of Risk & Studio Policies Agreement (“Agreement”) is entered into by and between the undersigned participant (“Participant”) and Pulse Pilates Studio (“Studio”), located in the State of New Jersey.

By creating an account, booking services, entering the Studio premises, or participating in any class, private session, workshop, event, or use of Studio equipment or facilities, Participant agrees to the following:

1. ASSUMPTION OF RISK

Participant understands that Pilates, including reformer-based Pilates, strength training, stretching, and related fitness activities, involve inherent risks.

The Studio utilizes specialized equipment including, but not limited to, Pilates reformers, spring-loaded resistance systems, carriages, straps, pulleys, platforms, boxes, and other apparatus. Participant understands that these devices involve moving parts, adjustable spring tension, elevated surfaces, and resistance-based mechanisms that may create risk of:

- Muscle strain, sprains, or tears
- Falls from elevated or moving equipment
- Loss of balance or coordination
- Pinching, impact, or recoil injuries from springs or moving components
- Equipment malfunction (despite reasonable maintenance)
- Aggravation of pre-existing conditions
- Serious bodily injury, disability, or death

Participant acknowledges that injuries may occur from improper form, fatigue, inattention, equipment misuse, or failure to follow instructions.

Participant knowingly and voluntarily assumes full responsibility for all risks, both known and unknown, arising from participation in Studio activities.

2. HEALTH REPRESENTATIONS

Participant represents and warrants that:

- They are physically fit and capable of participating in exercise activities.
- They have either consulted a physician or voluntarily chosen not to do so.
- They will disclose any injuries, medical conditions, pregnancy, recent surgeries, dizziness, joint instability, or other physical limitations prior to participation.

Participant understands that instructors are not medical professionals and that the Studio does not provide medical diagnosis or treatment.

Participant agrees to immediately stop exercising and notify an instructor if they experience pain, discomfort, dizziness, or unusual symptoms.

3. RELEASE AND WAIVER OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF THE STATE OF NEW JERSEY:

Participant, on behalf of themselves and their heirs, executors, administrators, successors, and assigns, hereby knowingly and voluntarily releases, waives, and discharges Pulse Pilates Studio and its owners, officers, employees, instructors, independent contractors, agents, and representatives from any and all claims, demands, causes of action, damages, losses, or liabilities arising out of or related to participation in Studio activities or use of Studio facilities and equipment.

This release expressly includes claims arising from the ordinary negligence of Pulse Pilates Studio or its staff.

This release does not apply to claims arising from gross negligence, reckless conduct, or willful misconduct, which cannot be waived under New Jersey law.

Participant understands that they are giving up substantial legal rights, including the right to file a lawsuit for ordinary negligence.

4. EQUIPMENT USE & STUDIO RULES

Participant agrees to:

- Follow all verbal and written instructions from Studio staff
- Use reformers and other equipment only as directed
- Adjust spring tension only when instructed or trained to do so
- Avoid standing or placing body weight on equipment in unintended ways
- Maintain awareness of moving carriages and resistance mechanisms
- Refrain from participating if under the influence of drugs or alcohol

The Studio reserves the right to deny participation or remove any individual for unsafe or disruptive behavior.

5. PERSONAL PROPERTY

Participant acknowledges that Pulse Pilates Studio is not responsible for lost, stolen, or damaged personal property.

6. CANCELLATION & NO-SHOW POLICY

Participant agrees to abide by all Studio scheduling, booking, and cancellation policies, including:

- Required advance notice for cancellations
- Fees associated with late cancellations
- Fees or forfeiture of class credits for no-shows
- Package expiration terms

Participant understands that these policies are part of the contractual agreement for services and agrees to comply with the most current version as posted on the Studio website or booking platform.

Failure to comply may result in fees, forfeited sessions, or suspension of booking privileges.

7. PHOTO & MEDIA RELEASE

Unless Participant provides written notice opting out, Participant grants the Studio permission to use photographs or video recordings taken during classes or events for marketing and promotional purposes without compensation.

8. INDEMNIFICATION

Participant agrees to indemnify and hold harmless Pulse Pilates Studio from any claims, liabilities, damages, or expenses (including reasonable attorneys' fees) arising out of Participant's own negligence, misuse of equipment, violation of Studio policies, or failure to follow instructions.

9. SEVERABILITY

If any portion of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any legal action shall be brought exclusively in a court of competent jurisdiction located within New Jersey.

11. ACKNOWLEDGMENT OF UNDERSTANDING

By creating an account, booking services, checking an acknowledgment box, or participating in Studio activities, Participant confirms that:

- They have read this Agreement in full
- They understand its terms
- They understand they are waiving certain legal rights
- They agree voluntarily and without coercion