

Client's Name: _____ DOB: _____
Email: _____
Phone: _____

KB Pilates Pittsburgh LLC dba ControlCore Pilates **Terms & Conditions, Waiver & Release Agreement**

THIS DOCUMENT CONTAINS AN ASSUMPTION OF RISK, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY FOR PILATES/FITNESS CLASSES AND RELEASE OF LIKENESS. PLEASE REVIEW IN DETAIL

This Agreement ("Agreement") is between Client (or "you"), or the authorized parent or guardian of Client if Client is under 18 years of age, and KB Pilates Pittsburgh LLC dba ControlCore Pilates and its owners, employees, contractors, agents, and assigns ("ControlCore" or "us" or "we"). In order to participate in classes and services offered by ControlCore, including your use of ControlCore's premises, facilities, equipment, and other property ("Facilities"), Client, or Parent, if applicable, agree to be legally bound by the following terms and conditions, waiver and release:

Part 1: ControlCore Terms & Conditions

Classes/Services. ControlCore will provide pilates, ROLLOLOGY™, and other fitness instruction classes and sessions ("Class" or "Classes") to you at our studio address, online or at other locations as communicated to you by ControlCore.

By paying for and signing up for Class, you are permitted to attend the specific Class(es) you sign up for and to use ControlCore's Facilities. You acknowledge and understand that every time you sign up for a Class, you will be subject to all current ControlCore policies, rules, terms, conditions, and limitations including, but not limited to transferability rules, guest privilege rules, the Client Cancellation Policy described in this Agreement, and the code of conduct.

Paying for Class. You can sign up for Classes by purchasing credits ("Class Credits") or paying the drop-in/single Class rate. Classes and Class Credits are non-refundable, and are only able to be used for their specific purpose (for example, a Rollology credit cannot be used for a duet pilates class), they are not transferable to other individuals, and all unused Class Credits will be no longer valid for use after ___ months. You cannot assign this Agreement, your Class Credits, rewards or guest passes, if applicable. Any assignments or transfers will be permitted solely in ControlCore's sole discretion with prior approval. ControlCore may offer, sell, or discount Classes, Class Credits, guest passes and any other offering at different prices/rates and terms than when you purchased.

Client Lateness Policy. Please arrive at least five minutes prior to Class start time. To minimize disruption and provide important instruction concerning safety and equipment, once a Class commences, it is up to ControlCore/each instructor whether or not to accept late arrivals. No refunds or transfers of Classes are permitted if not admitted due to tardiness.

Client Cancellation Policy. Once you have signed up for a Class, you may cancel the Class up until 24 hours before its start time. You will lose a Class Credit or your payment (if purchased individual Class) for any Class you cancel for any reason within 24 hours of the Class start time. If you do not plan to attend a Class and cancel within the 24-hour cancellation window, please remove your sign-up from the Acuity platform or notify ControlCore so that we may plan for attendance or open up the spot for other attendees. Because Class Credits are non-transferable, you cannot have another person attend in your place.

ControlCore Cancellation. ControlCore may cancel Classes in its sole discretion for any reason up to the Class start time (and in certain cases if class has begun), including but not limited to for inclement weather, facility maintenance, or an instructor illness/emergency. Additionally, ControlCore may cancel class if 2 or fewer people are signed up for a Class two hours prior to a Class's scheduled start time. If ControlCore cancels Class under this section, your Class Credit will be returned or your one-time payment can be used for a different Class of the same type, as applicable.

Class Instruction, Formats, and Expectations: ControlCore Classes are pre-scheduled classes in a group fitness or one-on-one instruction format, depending on the Class. The number of participants in a Class may be limited, and spots cannot be guaranteed without signing up for class at least two hours in advance. You can sign up for Class on the Acuity platform through the ControlCore website. While there are benefits to one-on-one and duet training sessions such as individualized attention and equipment use, all ControlCore classes are intended to be strictly informational and instructional in nature and not intended as personal training. No health, fitness or body composition outcome is guaranteed nor does ControlCore provide any type of specific training, even if you are the only person in attendance in any given Class. You must inform ControlCore and your instructor if you have any injury, illness, discomfort or are pregnant before participating in any Class, and will consult with a physician prior to participating. You are solely responsible for determining your ability to participate in Classes.

You acknowledge that ControlCore instructors may use cueing and adjustment methods, including making physical contact with you for correction purposes in order to ensure that your practice is undertaken in accordance with known practice methods during Class. Please let us know if you are not comfortable with physical contact.

Code of Conduct

We strive to provide a safe and comfortable environment for everyone in our Facilities, including attendees, our staff, and visitors. As such, ControlCore reserves the right to refuse entry to, or eject you from, the Facilities or Classes for any reason, including if you are behaving in an anti-social, intoxicated, disorderly, aggressive, offensive, harmful, or dangerous manner or in any manner which may threaten the safety of yourself or others in a Class or the Facilities. Additionally, ControlCore may enforce a dress code, and clothing that may be perceived as intimidating, revealing or offensive, as well as clothing that may present a safety hazard or damage equipment, is not allowed. We may add to or change from this code of conduct at any time.

Changes to Classes, Services, Formats, Equipment, and this Agreement. ControlCore may at any time remove, discontinue, repair or replace any equipment, or make changes to the type, quantity, programs or services offered, including but not limited to the Class format, instructors, Class length, or schedule, without any effect on this Agreement. ControlCore may, from time to time, make changes to this Agreement. We will provide notice of changes on our website and upon your sign-up for Class. Such revisions will be effective immediately. Your continued use of ControlCore's Facilities and/or attendance of Classes shall constitute acceptance of these changes.

Liability for Property. ControlCore not liable to you or any guest you may bring for any personal property that is damaged, lost, or stolen while on or around ControlCore's facilities, including, but not limited to, a vehicle or its contents or any property left in a locker or cubby, if applicable. We recommend you refrain from bringing any valuable personal belongings to our Facilities. You understand that if you or your guest cause any damage to ControlCore Facilities or equipment, you are liable to ControlCore for its cost of repair or replacement.

Online Sessions. If you are attending a Class online, ControlCore will provide a link or invite to an electronic communications service that will be used for the Class. You will access the Class through this link or invite. A Class will not be extended for lost time due to your technology issues. If the third-party electronic communications service fails or an electrical service shutdown occurs that is outside the control of you and ControlCore (example-zoom malfunctions and ends session, you or ControlCore loses power, etc.), and more than 30 minutes remain on the Class, then you will receive a credit for a new Class. If less than 30 minutes remain on the Class time, there will be no refunds or replacement credits provided. ControlCore is not liable for third-party communication services or failures. Due to the nature of online Classes. Therefore, you are responsible for determining your comfort level and should stop participating if you experience any pain or symptoms in which continuing the session may not be safe. In the case of a medical emergency, please dial 911 or your local emergency line.

Third Parties. ControlCore may provide services at locations with other instructors, trainers, clients, guests, etc. ControlCore is *not liable or responsible* for any claims, injury or damage to person or property, costs, or causes of action attributable to, or related to, the acts, omissions, negligence, or intentional misconduct, of any third parties present at a location. If you feel uncomfortable or negatively impacted by the actions of a third-party at a location, you should inform ControlCore and alternative accommodations may be made.

Part 2: WAIVER, RELEASE, AND ASSUMPTION OF RISK

Assumption of Risk. You understand that participating in the Classes and utilizing the Facilities involves inherent risks of injury, damage, or other harms to your person and/or property, including those which may be fatal. This may include but is not limited to exercise machines and equipment such as pilates Cadillac Reformer, Ped-o-Pul, Arm Chair, Wunda chair, Ladder Barrel, Spine Corrector, Foot Corrector, Raised High Mat with Moon Boxes, and Rollology Rollers, as well as ControlCore instructions, the Facilities, entrance and walkways at Facilities, activities under ControlCore's guidance whether or not at the Facilities, and injuries, damage, or death due to ControlCore's negligence. **Therefore, you are voluntarily participating in the Classes and services, Facilities and any and all related activities, and knowingly and freely assume, including, without limitation, all risks of injury, illness, damage, loss, medical events or impacts, property damage, etc., whether known or unknown, that might result from, be related to, or arise from the Classes and Facilities, including any negligence of ControlCore.**

Physical Activity Readiness. You acknowledge and understand that ControlCore is not a medical professional and you should consult with your physician and any other applicable medical professional before engaging in Classes and any and all related activities. ControlCore cannot judge or assess your readiness for participation in the Classes and any and all related activities from a medical perspective. Therefore, you warrant and represent that you are participating in the Classes at your own risk and you are responsible for any and all medical assessments and impacts related to the Classes and use of the Facilities. Additionally, you should consult a physician if you experience any change to your health, such as illness, pregnancy, injury, diagnosis, or any other change that may impact a physician's assessment of your readiness for physical activity and/or level of intensity. Furthermore, you warrant and represent that you are responsible and liable for removing yourself from the Facilities and/or stopping participation in the Classes if you feel uncomfortable and/or experience pain or discomfort and you must determine if you should seek medical treatment.

Release of Liability & Indemnification: You agree on behalf of yourself, any minors, your personal representatives, heirs, executors, administrators, agents, and assigns, to fully release and forever hold harmless, ControlCore from any and all liability, claims, demands or other actions that you may have for injuries, disability or death or other damages of any kind, including but not limited to, direct, special, incidental, indirect, punitive or consequential damages, whether arising in tort, contract, or breach of

warranty, arising out of participation in the Classes and use of Facilities, including all activities related thereto and/or arising therefrom, even if caused by the negligence or fault of ControlCore. Furthermore, you agree to indemnify, defend, and hold harmless ControlCore, and its employees, agents, contractors, and representatives (“Released Parties”) from and against any and all third party Claims arising either directly or indirectly from or related to bodily injury, death, loss of use, monetary loss, or any other injury from or related to yourself, or contractors, minors, and/or guests, whether caused by the negligence of the Released Parties or otherwise. You are urged to have this Agreement reviewed by an attorney before signing.

USE OF LIKENESS: You hereby grant ControlCore, a worldwide irrevocable right in perpetuity to use your image and/or likeness to photograph, publish, re-publish, adapt, exhibit, reproduce, edit, distribute, display or otherwise use or reuse in connection with any advertisement, display, promotion, or other purpose related to ControlCore’s business, in any format. You, hereby waive the right to inspect or approve your image or any finished materials that incorporates your image and/or likeness. You understand and agree that your image and/or likeness will become part of ControlCore’s file and that it may be distributed to other organizations or individuals for use in publication. You also understand that that you will not receive any compensation in connection with the use of your image and/or likeness. You understand that ControlCore is the sole owner of any images and/or likeness taken by ControlCore. You, your personal representatives, heirs, executors, administrators, agents, and assigns, release and hold harmless ControlCore from any and all liability and/or causes of action relating to, including but not limited to, the intellectual property and moral rights and any and all modification, adaptation, editing, and use of any images and/or likeness of yourself. You understand you are consenting to the use of likeness for a minor if consenting to this on behalf of a minor.

General. This Agreement constitutes the full and final agreement between the parties related to its contents and cannot be changed or modified by any oral or written statements or representations. This Agreement is subject to the laws of the Commonwealth of Pennsylvania and the jurisdiction of the courts of Allegheny County, Pennsylvania. If any portion is found to be invalid, the remaining provisions shall remain in full force and effect. ControlCore may assign or transfer your Class Credits to another third-party service provider in its sole discretion. If ControlCore is not holding Class either online or in-person for a period of 30 consecutive days or more and fails to provide a comparable alternative (a class with an online format shall be deemed a viable comparable alternative to an in-person format), you may receive a refund for any unused Class Credits balance remaining on your account. After such applicable refund, no further payments shall be due to either party in the event ControlCore ceases operation and fails to offer a comparable alternate location within ten miles.

You, intending to be legally bound, represent that you are fully competent and are signing this Agreement, including the Terms & Conditions, Assumption of Risk, Waiver of Liability, and Indemnification for full, adequate, and complete consideration.

YOU WARRANT AND REPRESENT THAT YOU ARE OF LEGAL AGE HAVE READ AND UNDERSTAND THIS WAIVER. YOU UNDERSTAND THAT YOU ARE WAIVING SIGNIFICANT RIGHTS AND UNDERSTAND THAT YOU HAVE HAD THE OPPORTUNITY TO HAVE AN ATTORNEY REVIEW THIS AT YOUR DISCRETION. THIS WAIVER IS EFFECTIVE UPON SIGNATURE AND DATE BELOW. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST KB PILATES PITTSBURGH LLC FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT USED WHILE ATTENDING CLASSES AND/OR USING THE FACILITIES AT KB PILATES PITTSBURGH LLC DBA CONTROLCORE.

Signature of Client

Printed name

Date

If Client is under 18 years of age, parent or guardian of Client (“Parent”) hereby acknowledges that Parent has carefully read these “Terms and Conditions and Waiver and Release” Agreement and fully understands that it is a release of liability, waiver of claims, and consent to use of likeness. Parent, on behalf of themselves, and Client, expressly release and discharge ControlCore and all employees, agents, representatives, successors, or assigns, from any and all claims or causes of action, and Parent agrees to voluntarily give up or waive any right that Client or Parent may otherwise have to bring a legal action against ControlCore for personal injury or property damage.

Signature of Parent or Guardian (if Client/participant is under the age of 18):

Name of Minor: _____

Parent or Guardian Name: _____

Parent or Guardian Signature: _____

Today’s Date: