

Studio Waiver

I declare that I am over the age of 18 (or have otherwise provided parental consent) and acknowledge and understand that I have voluntarily chosen to participate in Leapingstar Pilates Pty Ltd classes and activities.

I acknowledge and agree that the workouts are a recreational sports activity that may include strenuous physical activity such as stretches, lifts, the use of props, the use of reformer machines, gymnastic movements, strenuous bodyweight exercises, and other strenuous activities that I am not required to perform, nor am I required to participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during the class.

I am aware that there are inherent risks in all forms of physical activity, and I acknowledge that I have been informed of the potentially strenuous nature of training. I agree to notify Leapingstar Pilates of any known medical conditions or factors that may jeopardise my participation. Prior to participation, Leapingstar Pilates may request a medical release from my doctor. I will notify Leapingstar Pilates if I experience any symptoms before, during, or after participating in a Leapingstar Pilates class.

I also understand that if I am a prenatal or postnatal client, I consult with my physician and receive clearance to perform physical exercise.

I release Leapingstar Pilates, its employees, and agents from any and all liability for any loss, damage, injury, or expense that I or my next of kin may suffer as a result of my participation in Leapingstar Pilates classes, activities, and services. I knowingly waive the right to a jury trial as well as the right to punitive damages in connection with any claim arising from or related to my participation in such classes, activities, and services, or this waiver and prospective release.

By participating in any program, activity, or service offered by Leapingstar Pilates, I voluntarily release and hold harmless Leapingstar Pilates, its personnel, and its agents from any and all liability for any damage to the property of, or physical injury to, any third party. I agree that the remainder of this agreement will still be in full force and effect if any part of it is found to be invalid.

I agree that I have not experienced any injury, back, neck or joint pain, restricted movement, heart issues, asthma, or high or low blood pressure, arthritis, slipped or bulging vertebral disk, pelvic floor conditions, dizziness,

diabetes, epilepsy, hernia, bone degeneration, high cholesterol, allergies or chronic illness. I also declare that I have notified Leapingstar Pilates if I am pregnant and/or have given birth in the last 12 months, or if I have undergone surgery in the past 12 months.

If any of the above health conditions apply to you, please email full details of this to stella@leapingstar.com.au

Regarding any of the topics mentioned in the preceding sentence, Leapingstar Pilates is under no obligation (contractually, at common law, or otherwise) to provide me with advice or care. I understand that maintaining my health and welfare while engaging in any type of exercise with Leapingstar Pilates is my duty and mine alone.

I acknowledge that Leapingstar Pilates shall not be liable or responsible to me for articles lost, damaged or stolen from any of its studios.

I also confirm that I am aware that all Leapingstar Pilates studios have CCTV cameras that are continuously monitored in order to ensure that they can give me the best service possible. These cameras are exclusively meant to protect and provide security. Only authorized personnel are permitted to see this limited access video.

I am aware that occasionally Leapingstar Pilates, its personnel, or its contractors may record or take pictures of its classes, events, or services. I give permission for Leapingstar Pilates and its licensees or assignees to use, publish, reproduce, distribute, create derivative works from, perform, display, and/or otherwise exploit my name, image, voice, and likeness, in whole or in part, by itself or in conjunction with any wording, for publicity, merchandising, editorial, and/or other purposes in any country in connection with any aspect of Leapingstar Pilates business.

I thus relinquish any right to review and authorize any printed, digital, or electronic content that may be used in conjunction with the images, films, or both now or in the future, regardless of whether such use is foreseen or unforeseen. I renounce any claims to copyright, royalties, and other forms of payment arising from or connected with the use of the photographs, films, or derivative works.

I have read the aforementioned release form and waiver of liability and agree with everything in it. I voluntarily accept the aforementioned terms and conditions.

I acknowledge that this waiver may be pleaded in response as a bar to any legal proceeding taken by me or on my behalf.

Before participating in a Leapingstar Pilates class, anybody under the age of 18 must have a Waiver of Liability completed on their behalf by a parent or legal guardian. Persons under the age of 18 may participate in Leapingstar Pilates classes once their parent or legal guardian has approved the waiver.

Please be aware that the terms and conditions of this release form and liability waiver are subject to change at any time and without prior notice.