

CLIENT AGREEMENT AND RELEASE OF LIABILITY FOR PARTICIPATING IN APPRENTICE PILATES SESSIONS

This Agreement and Release of Liability ("Agreement") is made between [CLIENT NAME] ("Client") and ProBalance, Inc. ("ProBalance").

1. *Apprentice Teacher Session.* Client understands, acknowledges, and accepts participation in Pilates sessions led by apprentice teachers who are in the process of completing their requirements for the Polestar Pilates Comprehensive Program, but have not yet completed the program or become a Nationally Certified Pilates Teacher. Client understands that any fees charged for these sessions cover the studio fee for the apprentice teacher to use the ProBalance Studio space, but the apprentice teacher is *not* an employee of ProBalance.

2. *Assumption of Risk.* Client understands and acknowledges that participating in Pilates classes or sessions involves risks of injury, including but not limited to physical or emotional injury, paralysis, or death. Client voluntarily assumes all risks associated with participating in Pilates classes or sessions.

3. *Release of Liability.* Client hereby releases, waives, discharges and covenants not to sue ProBalance, its owners, employees, agents, contractors, or representatives from any and all liability, claims, demands, actions, and causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by Client or any property belonging to Client, whether caused by the negligence of ProBalance or otherwise, while participating in Pilates classes or sessions.

4. *Indemnification.* Client agrees to indemnify and hold ProBalance, its owners, employees, agents, contractors, and representatives harmless from any and all liabilities, damages, expenses, and costs, including reasonable attorneys' fees, arising from or related to any claims or lawsuits made by any third party arising out of or related to Client's participation in Pilates classes or sessions.

5. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6. *Acknowledgment of Understanding.* Client has read this Agreement, fully understands its terms, understands that Client has given up substantial rights by signing it, and signs it freely and voluntarily without any inducement. I have read this Agreement, fully understand its terms, and voluntarily agree to be bound by its terms.

Client Name (please print): _____

Client Signature _____ Date: _____