

**LIABILITY RELEASE, WAIVER AND INDEMNIFICATION,
AND EXPRESS ASSUMPTION OF RISK**

THIS IS A LEGALLY BINDING RELEASE, WAIVER, INDEMNIFICATION OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK (the "Release"). Read it carefully, fill in all blanks, and initial each paragraph before signing.

____ 1. I, _____, hereby affirm that I have read this Release in its entirety. By my signature below and by my initialing each paragraph, I agree to each and every term and condition of this Release.

____ 2. I am voluntarily participating in a multi-day Pilates Teacher Training Program offered and conducted by BarreElevate, LLC (the "Event"). I understand that the Pilates exercises, instruction, teacher training, fitness classes, equipment use, physical conditioning, yoga exercises, and ballet barre exercises and work outs included in the Event are extremely strenuous and physically demanding activities that present significant risk of serious injury, especially if I have any pre-existing injuries, illness, physical limitations or disabilities. I am unaware of any physical or mental condition that would (a) prevent me from safely participating in the Event or (b) endanger my health or safety or the health and safety of others due to my participation in the Event. I attest that I have been examined by a licensed physician within the last six months and have been found by such physician to be in good health, to have no limitation on any physical activities, and to be able to perform all strenuous and physically demanding activities. I attest that I am physically fit and competent to participate in the Event and that all of my questions regarding the Event have been answered to my satisfaction. I have and will continue to keep BarreElevate, LLC, its teachers, employees, representatives, and/or agents fully informed of any physical or medical condition, injury or disability that would in any way limit or prevent my safe participation in the Event. I understand that BarreElevate, LLC, its teachers, employees, representatives, and/or agents are not medical practitioners and are not qualified to diagnose or treat any medical or physical injuries and/or any other medical or physical issues or complaints. I understand that BarreElevate, LLC strongly recommends that I have adequate medical and life insurance and I agree that I am solely responsible for all costs and expenses arising out of or related to any injury (including paralysis or death) I suffer at the Event.

____ 3. I fully understand the risks and hazards of the Event. I UNDERSTAND THAT THERE ARE DANGERS AND RISKS INHERENT IN THE EVENT, INCLUDING THE RISK OF SERIOUS PERSONAL INJURIES, PARALYSIS, AND/OR DEATH. I understand that the hazards and risks of the Event include, but are not limited to: traveling to and from the Event; muscular and/or soft tissue injuries; aggravation of pre-existing injuries; illness; dizziness; nausea; tiredness; exhaustion; mood changes; falling; head injuries; sprained or broken bones; equipment misuse and/or failure; dehydration; misunderstanding instructions; injury due to the negligence of myself, the Event teachers, Event participants, and/or others. I understand that the aforementioned hazards and risks are described by way of example only and that there are numerous other hazards and risks inherent in the Event to which I may be exposed. I understand that my participation in the Event may be photographed and promoted by the Released Parties, and I hereby give permission to Released Parties to use my likeness for any purpose whatsoever.

____ 4. IN ADDITION TO ANY FEES I HAVE PAID OR WILL PAY, AS LAWFUL CONSIDERATION FOR MY BEING ALLOWED TO PARTICIPATE IN THE EVENT:

____ a. I, on behalf of myself, my family, heirs, estate, successors, assigns, and anyone claiming any interest through me, hereby KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE, RELEASE, INDEMNIFY AND AGREE TO HOLD HARMLESS BarreElevate, LLC, Evergreen Pilates LLC, and their officers, agents, employees, stockholders, members, directors, managers, teachers, representatives, Event participants, and all other persons or entities associated with BarreElevate, LLC, Evergreen Pilates, LLC, and/or the Event (herein collectively referred to as the "Released Parties") FROM ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES, AND LIABILITY (INCLUDING ATTORNEY FEES AND COSTS), THAT I, my family, heirs, estate, successors, assigns, and anyone claiming any interest through me, MAY HAVE FOR ANY DAMAGE, INJURY, PARALYSIS, LOSS, OR DEATH TO MYSELF, MY PROPERTY, AND/OR ANY OTHER PERSON OR PROPERTY, ARISING OUT OF OR RELATING TO MY PARTICIPATION IN THE EVENT, whether such any harm, damage, injury, paralysis, loss, or death results from the active or passive NEGLIGENCE of any of the Released Parties or from some other cause.

_____ b. I understand and agree that none of the Released Parties shall be held liable or responsible in any way to me or my family, estate, heirs, successors, assigns, or anyone claiming any interest through me, for any harm, damage, injury, paralysis, loss or death to me and/or my property that arises out of or relates to my participation in the Event, including, without limitation, the active or passive negligence of the Released Parties and/or any lost, stolen or damaged property.

_____ c. I hereby personally assume all risks, whether foreseen or unforeseen, arising out of or related to the Event, for any harm, damage, injury, paralysis, loss or death that may befall me and/or my property arising out of or related to my participation in the Event, including the risk of active or passive negligence of the Released Parties and/or any lost, stolen or damaged property.

_____ d. I understand and explicitly agree that NEITHER I, MY FAMILY, HEIRS, ESTATE, SUCCESSORS, ASSIGNS, OR ANYONE CLAIMING ANY INTEREST THROUGH ME, WILL BRING ANY LEGAL ACTION WHATSOEVER AGAINST ANY OF THE RELEASED PARTIES as a result of any harm, damage, injury, paralysis, loss or death to myself, my property, and/or any other person or property that arises out of or relates to my participation in the Event. I, and on behalf of my estate if I perish, hereby agree to HOLD HARMLESS AND INDEMNIFY all of the above named Released Parties for any and all claims, including attorney fees and costs, which may be brought against any or all of the Released Parties by my estate and/or by anyone claiming to have been damaged or injured as a result of any harm, damage, injury, paralysis, loss or death to me or my property, which arises out of or relates to my participation in the Event.

_____ 5. By signing this Release, IT IS MY INTENT TO RELEASE, WAIVE, HOLD HARMLESS, AND INDEMNIFY ALL OF THE RELEASED PARTIES FROM ALL LIABILITY ARISING OUT OF OR RELATED TO MY PARTICIPATION IN THE EVENT (including, but not limited to the negligence of the Released Parties, whether passive or active), AND TO PERSONALLY ASSUME ALL RISK OF HARM, DAMAGE, INJURY, PARALYSIS, LOSS OR DEATH. I understand that the terms of this Release are contractual and not a mere recital and understand that I would not be permitted to participate in the Event without entering this Release. I have signed this Release voluntarily and of my own free will. This Release contains the entire agreement between BarreElevate, LLC and me regarding the subject matter of this Release, and no verbal representations or statements have been made to me that change, alter or modify any part of this Release.

_____ 6. This Release shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, irrespective of the fact that any one of the parties now is or may become a resident of a different state or nation, and without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado. If any lawsuit or claim is brought relating to my participation in the Event, I agree that the exclusive jurisdiction and venue for such suit shall be in any appropriate state or federal court located in Denver, Colorado and I hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise be entitled. If any provision of this Release is held to be invalid or unenforceable, in whole or in part, by any court of competent jurisdiction, such provision shall be deemed amended to conform to the requirements of the law so as to be valid and enforceable, provided that such provision shall be curtailed, limited, or eliminated only to the minimum extent necessary to remove the invalidity, illegality, or unenforceability, or if it cannot be amended without materially altering the intention of the parties, it shall be stricken to the least extent possible, and the remainder of the Release shall remain in full force and effect. This Release shall remain in full force and effect for so long as I live or until I sign a new Release. I understand and agree that all of the provisions of this Release shall survive the termination of this Release upon my death.

_____ 7. I have read and understand this liability release and express assumption of risk, and sign this Release on behalf of myself, my estate, and my heirs. I understand and agree that digital, and/or electronic signatures and initials shall be accepted as original signatures and initials.

Signature: _____ Date: _____

Print Name, Address, Phone, and Email: _____

Driver's License Number and State of Issue: _____