

JoyMoves – Pregnancy Waiver and Release Agreement

This is a waiver and release agreement for a JoyMoves' client and her unborn or recently born child or children (hereinafter, the "Pregnancy Agreement"). Collectively, the JoyMoves client and born or unborn children are referred to in this Pregnancy Agreement as "Client." Client desires to be a customer of JoyMoves LLC (hereinafter, "JoyMoves") exercise classes and sessions subject to the terms and conditions detailed in this Pregnancy Agreement. JoyMoves is located at 2501 South Capital of Texas Highway, Austin, TX 78746.

1. **Client Information.**

First Name

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Last Name

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2. **Authorization by Client's Physician.**

I consent to the above-named Client's participation in the following JoyMoves exercise programs (circle all that apply):

Pilates Mat Pilates Chair Pilates Reformer Pilates Tower Mat Pilates Circuit Any/all Pilates

Physician's Signature/Stamp

Physician's phone number

Physician's name (please print it)

Name of Physician's practice

3. **Waiver of Liability and Assumption of Risk**

The undersigned Client (or the parent or legal guardian of the Client, if the client is under 18 years of age) acknowledges that exercise classes and sessions offered at JoyMoves involve an inherent risk, including the potential for permanent paralysis and death, and while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist. Hence, Client hereby knowingly and freely assumes all such known and unknown risks to herself and her children, even if arising from the negligence of others, incident to such activities and takes full responsibility for her participation. Client further warrants and represents that she will call her physician in the event of any health problems or concerns and will keep her Pilates instructor updated on any changes in her pregnancy. By taking exercise classes and sessions at JoyMoves, the Client (or parent or guardian, as the case may be) warrants and represents that she and her children are in adequate physical condition and having a healthy pregnancy based on her own assessment, and is not relying on any representations made by anyone at JoyMoves. Client warrants and represents that she is under the care of the physician named above and has obtained the signature of the physician named above. Client waives any claim or right of action against JoyMoves and its officers, shareholders, employees and agents for loss, claims, suits expenses, liabilities, damages or legal fees incurred on account of any loss or injury to the Client or the Client's property (including personal information) incurred in connection with and/or as a result of the Client's attendance at exercise classes or sessions conducted by JoyMoves and/or the use of JoyMoves' facilities or services and/or purchases of products or services at JoyMoves' facilities.

Client further agrees that their participation in JoyMoves exercise classes or sessions through its designated instructors and trainers is voluntary and at her own risk as just described above. As the undersigned, Client for her/himself and on behalf of her/his children, successors, heirs, assigns, and legal representatives (collectively "myself"), to the foregoing. Client has read and understands this agreement. Client also understands a copy of this agreement will be made available for Client at Client's request.

4. Entire Agreement.

Client warrants that the information provided in this Pregnancy Agreement is true and correct. By signing below, Client acknowledges that this Pregnancy Agreement, including without limitation this and the prior page hereof, constitutes its entire agreement with JoyMoves related to this subject matter and replaces all prior agreements on this subject matter. Notwithstanding the foregoing, Client understands and acknowledges that this Pregnancy Agreement does not modify or replace any form of new client registration form or agreement that Client has otherwise signed with JoyMoves. **Client understands that she/he has given up substantial rights by signing this Pregnancy Agreement, and nonetheless signs it freely and voluntarily without any inducement.** JoyMoves makes no warranties and no representations, express or implied, other than those expressly set forth herein. If any portion of this Pregnancy Agreement is held by a court of law to be unenforceable, such portion shall be disregarded and the remainder shall remain in full force and effect. This Pregnancy Agreement is effective the date written in below.

Name (Print and sign) Date Signed

Parent print and sign (if student is under 18 years of age) Date Signed