



Welcome! Before participating in I.M. PILATES's services, we need you to thoroughly read, understand, and agree to this Waiver and Release of Liability (the "Waiver"). The purpose of this Waiver is to clearly communicate some risks of participating with us, and to have you release I.M. PILATES and Ilana Merkur of any liability if you get injured or sick, if you have complications or side effects, if any of your things are lost, stolen or broken, or if anything else goes wrong. Please be aware that if you do not sign this Waiver and agree to its terms, you will not be permitted to participate in any services.

If you are a minor in the Province of Ontario or in your place of residence, your legal guardian must also sign this Waiver on your behalf.

PLEASE READ CAREFULLY TO MAKE SURE YOU UNDERSTAND THIS WAIVER. PLEASE ASK QUESTIONS IF ANYTHING IS UNCLEAR. BY SIGNING THIS YOU AGREE YOU ARE SIGNING AWAY YOUR LEGAL RIGHTS TO SUE, AND YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS WAIVER.

### **Waiver and Release of Liability**

**Parties.** We are I.M. PILATES, a company based in the Province of Ontario with a business identification number of 1000980169, owned and operated by Ilana Merkur. In this Waiver, we will refer to ourselves as "I.M. PILATES", "Ilana Merkur", "us", "we", and "our". We'll refer to you, the undersigned (electronically or by hand), or the person who has clicked "I Agree" (or something similar) to this Waiver, as "you" or "your."

**1. The Activities.** As part of your services with I.M. PILATES and Ilana Merkur, you may participate, in person or online, in upbeat and encouraging pilates and exercise classes, sessions, events, workshops and more, all of which may involve but are not limited to the following ("Activities"):

1.1. Flexibility training in the form of Pilates positions, body weight exercises, use of Pilates equipment for stretching and resistance exercises, strength exercises, mobility, range of motion exercises, breathing exercises, and relaxation exercises.

1.2. The Activities may involve physical contact in the form of adjustments from instructors, so please let us know in advance if you do not want adjustments.

1.3. The Activities also apply to any classes made available for online streaming and participation, both live or recorded, or that take place outside of I.M. PILATES's facilities, including outdoors. You agree that you are responsible for the safe facilitation of the Activities happening outside of our facilities.

**2. Equipment.** In the course of the Activities, you may use a variety of equipment, which could include but is not limited to: straps, mats, reformers, chairs, tower, rings, resistance bands, Cadillacs, barrels, pulley towers, magic circles, spinal correctors, stability and rotational discs, balance pods, dumbbells, kettlebells, weights, foam rollers and massage balls (the "Equipment"). Please do not use any equipment not instructed by I.M. PILATES or Ilana Merkur.

**3. Inherent Risks.** You understand that participation in the Activities may pose inherent risks, some more serious than others. These risks can result in serious harm and injuries that could change your quality of life and, in very rare and extreme circumstances, could even result in death.

3.1. Risks of physical injury may include but are not limited to things like muscle tears, strains, and other musculoskeletal injuries, sprains, fractures, broken bones, cardiovascular complications, high blood pressure, dehydration, dizziness, and fainting.

3.2. There is also a risk of exposure to and contraction of COVID-19 or other communicable diseases passed on via other participants and the use of shared space, surfaces, or Equipment.

3.3. As with any physical activity, there are additional risks for pregnant or post-natal women to the health of your fetus and your body, including but not limited to pregnancy loss, low birth weight, early delivery and postpartum complications.

3.4. There are risks posed by participating in the Activities online, as there is no in-person supervision or space provided for you. You will therefore need to ensure the safety of the Activities, using your judgment on how to best practice them, not pushing yourself too far or attempting anything you feel unsure how to perform.

3.5. If the Activities are being performed outdoors, such as tripping or collision with human or natural elements, sun exposure, dehydration, insects, exposure to infections, diseases, pollutants and other environmental factors. You understand and agree it is your responsibility to ensure a safe space and environment to perform the Activities.

3.6. We would like to emphasize that your release of our liability is not limited in any way to these risks. The risks listed above are only examples. To be completely clear, you are agreeing not to sue us at all.

**4. Affirmation of Health.** By participating in any Activities with I.M. PILATES and Ilana Merkur, you affirm that you have sought medical advice regarding your fitness or are certain of your ability to engage in the Activities. If you have any pre-existing medical conditions (e.g. asthma, diabetes, heart disease), physical injuries, weakness, are pregnant, post-natal or post-surgery, you should consult with your doctor first before engaging in the Activities. Please communicate and inform us IMMEDIATELY if at any point you do not feel well during the Activities.

**5. COVID-19 & Infectious Disease.** If at any point within 14 days prior to participating in any of the Activities, you have suffered from symptoms of a communicable disease (including but not limited to fever, chills, cough, shortness of breath, or sore throat), been in close contact with someone with a known or suspected case or in a hot spot area, or else are uncertain of your health or risk of transmission, you agree not to join or participate in the Activities and you should consult with your doctor. You agree to comply with all measures and policies implemented by I.M. PILATES and applicable public health guidelines as updated, including but not limited to wearing masks, personal hygiene and social distancing, and allowing your temperature to be checked before arriving to class.

**6. Voluntary Assumption of Risk.** You certify that you have read this Waiver and understand the risks of participating in the Activities with I.M. PILATES and Ilana Merkur. By signing this Waiver or clicking "I Agree" (or something similar), you are showing your voluntary engagement and assumption of the risks of the Activities.

**7. Lost or Stolen Personal Items.** You agree that it is solely your responsibility to safeguard your personal items, and I.M. PILATES and Ilana Merkur are in no way responsible for any of your personal property that is damaged, lost, or stolen before, during, or after your participation in the Activities.

**8. Release, Waiver and Indemnity.** You hereby release, hold harmless, indemnify and waive any claims against I.M. PILATES, Ilana Merkur and its members, owners, directors, officers, contractors, employees, affiliates, volunteers, associates, landlords, agents, executors, administrators, successors, family members and assigns (the "Released Parties") with respect to any and all liability and damages incurred during, or in any way associated with, your participation in the Activities with I.M. PILATES

and Ilana Merkur, however caused, including as a result of the Released Parties' negligence, including but not limited to damage to or loss of personal property, personal injuries, death, illness, or any cause of action related to premises liability. You are releasing the Released Parties at your own risk and you agree to forfeit any and all forms of legal recourse which may be available to you, including but not limited to any form of damages, as a result of your participation in the Activities. You agree that this provision applies to you, your family, heirs, executors or anyone else who may be able to bring a legal action on your behalf in the future.

9. **Continued Agreement.** Agreement to this Waiver will act as your continued agreement to all ensuing Activities and any further interactions with I.M. PILATES and Ilana Merkur, whether in person, online, or via video conferencing tool.

10. **General Legal Provisions.** Choice of Laws and Venue. This Waiver will be governed exclusively by the laws of the Province of Ontario. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the Province of Ontario.

11. **Severability.** If any terms or provisions of this Waiver are invalid or unenforceable, the other provisions in the Waiver will remain in full force and effect. Entire Agreement. This Waiver constitutes the entire agreement between the parties and replaces any prior agreements. Online Agreement. The parties agree that this Waiver may be signed electronically or agreed to by having you click "I Agree" (or something similar), the effect of which will be the same as signing by hand.

You agree that you have read this Waiver and fully understand its contents. You also agree to be bound to all of its terms.

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_