



client questions

name _____ birthday _____
email _____ phone _____
address _____
emergency contact name _____ phone _____

How did you find out about us? If a friend, please name! _____

{ YES / NO } Are you on any medications? If yes, please list: _____

{ YES / NO } Are you pregnant? If yes, due date: _____

{ YES / NO } Do you have any injuries/health issues? If yes, please describe: _____

exercise instruction & reproduction

{ YES / NO } Are you currently or were you previously an exercise instructor or trainer of any kind, including but not limited to pilates, yoga, dance, aerobics or any type of athletics and fitness?

{ YES / NO } Are you affiliated with any establishment that is involved with exercise, fitness, athletics, nutrition or any other similar or related field? If yes, please indicate company(s): _____

PLEASE READ & SIGN THE FOLLOWING

I will not teach or reproduce in any way any of the exercises, movements, class formats, choreography or music compilations from this studio, its' agents or employees, or materials affiliated with it.

I understand that any violation of this will be enforced to the maximum extent permitted by law and will include, but not be limited to, injunctive relief, actual and punitive damages as well as attorney fees.

name _____ date _____



An independently owned and operated franchisee of Studio Barre Franchising LLC

THESE TERMS CONSTITUTE A LEGAL AGREEMENT YOU ARE MAKING WITH BARRE SO HARD LLC ("STUDIO OWNER"). YOU MUST CAREFULLY READ ALL OF THESE TERMS, UNDERSTAND THEM, AND AGREE WITH THEM BEFORE BEGINNING ANY ACTIVITY OFFERED BY STUDIO OWNER. YOU MUST BE IN GOOD HEALTH TO PARTICIPATE

Studio Owner operates a Studio Barre® brand fitness facility located at 321 W. Washington St., San Diego, CA 92103 (the "Studio Facility"), as an independently owned and operated franchisee of Studio Barre Franchising LLC. Neither Studio Barre Franchising LLC nor any of affiliate Studio Barre LLC (together "SB") own, operate, or otherwise control the Studio Facility.

Studio Barre® fitness programs involve strenuous physical activity. You agree that you have no disability, impairment, or ailment that would prevent you from engaging in active or passive exercise. You acknowledge that: 1) Studio Owner will rely on the foregoing warranty in providing your fitness services; 2) Studio Owner has no obligation to perform a fitness assessment or similar testing to determine your physical condition; 3) if any fitness assessment or similar testing is performed by Studio Owner, it is solely for the purpose of providing comparative data with which you can track your progress in a program and is not for diagnostic purposes; 4) Studio Owner will not be subject to any claim, demand, or injury whatsoever on account of the Studio Owner's evaluation or interpretation of such fitness assessment or similar testing; 5) Studio Owner will not be liable for any injury arising out of your, even if it is related to your own disability, impairment or ailment. YOU AND YOUR DOCTOR MUST DECIDE IF THE PROGRAM IS THE

RIGHT ONE FOR YOU. You should be aware of your own medical history and should consult with a physician prior to engaging in exercise or continuing to exercise if a medical condition appears or appears to be developing. Although Studio Owner does not plan to, and is not required to provide or assist you with any medical care or treatment, you agree that your consent is expressly given to allow Studio Owner to arrange for emergency aid, anesthesia and/or operation to be provided to you if, in the opinion of the first emergency responders or attending physician(s), such treatment is appropriate, in the event of an injury or medical emergency, and you agree that you

will be financially responsible for such emergency care or treatment.

PREGNANCY

If you are pregnant or believe you may become pregnant while involved in Studio Barre® programs, you must discuss these activities with your physician before beginning, and receive that physician's approval before being involved with, activities offered by Studio Owner. By signing this agreement you agree that if you become pregnant (or think that you may be pregnant), you will immediately stop all activities involving Studio Barre® programs until you have discussed

and cleared with further activity with your physician before participating in any activity offered by Studio Owner.

STUDIO BARRE® PROGRAMS AND ROUTINES BELONG TO STUDIO BARRE LLC

You understand and agree that the movements, programs, routines, exercises, and their respective names, together with all written materials describing the Studio Barre® technique or options constitute the trade secrets of SB, and are valuable property of SB, distinctive in the fitness community (together "Studio Barre® Proprietary Information"). You are not authorized to use, reproduce, or reveal to others any Studio Barre® Proprietary Information outside of the Studio Facility or any other Studio Barre® location for any purpose whatsoever without SB's written consent. In addition to any remedies for injunctive relief which SB may have against you for any improper use of the Studio Barre® Proprietary Information, you may be liable to Studio Barre Franchising LLC for monetary, and even punitive damages should you use, or reveal to others any of the Studio Barre® Proprietary Information. You also acknowledge that the Studio Barre® trademark name and any logos or graphics which may be associated with the name from time to time are also proprietary to SB, and they may not be used by you at any time (whether or not you are associated with a Studio Barre® studio location) without SB's express written consent.

STUDIO OWNER IS NOT RESPONSIBLE FOR INJURIES YOU MAY SUSTAIN WHICH EXERCISING

In consideration for Studio Owner permitting you to participate in the programs it offers at its Studio Facility, you agree to the terms of this Statement of Release of Liability and Assumption of Risk (the "Release"). You acknowledge that use of any facility operated by Studio Owner, and participation in its programs or exercise events involves certain inherent risks, including without limitation the risk of death, serious personal injury and damage and/or loss to personal property. You agree to assume all such risks, you release and discharge Studio Owner, SB and all of their respective directors, officers, employees, agents, representatives, assignees and successors in interest, as well as all other persons or entities that may own, operate, manage or otherwise exercise control over any Studio Barre® facility (collectively, the "Released Parties"), from and against any and all damages, actions, claims and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from any activity, occurrence or event involving Studio Barre® brand programs to the fullest extent permitted by law. This Release is intended to apply to all damages, actions, claims and liabilities of any nature, specifically including, but not limited to, product liability in connection with equipment used at the Facility and/or the negligence of the Released Parties. You will indemnify, hold harmless and defend Studio Owner and each of the other Released Parties from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by Studio Owner or any of the other Released Parties caused by my using any Studio Barre® facility or any other activity sponsored by or involving Studio Barre® programs. You agree that, in the event any provision of this Release is found to be, by a court or other legal authority of competent jurisdiction, to be invalid or otherwise unenforceable, that the remaining provisions shall remain to be valid and enforceable to the fullest extent permitted by law.

ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Studio Owner and Studio Barre® brand programs have put in place preventative measures to reduce the spread of COVID-19; however, Studio Owner cannot guarantee that you will not become infected with COVID-19. Further, attending Studio Barre® brand programs could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending Studio Barre® brand programs and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Studio Barre® brand programs may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Studio Barre employees, program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at Studio Barre® brand programs.

On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Studio Owner, Studio Barre® brand programs, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Studio Owner, Studio Barre® brand programs, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Studio Barre program.

You expressly waive and relinquish all rights and benefits that you have (now or in the future) under California Civil Code Section 1542. You do so understanding the significance and consequence of such a specific waiver. (Section 1542 provides that "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.") You expressly acknowledge that this release agreement includes, among other things, a release of all claims (including claims that you do not know or suspect to exist when you sign this Release), and that under this Release, all of those claims will be extinguished.

Client's Initials

I HAVE READ ALL OF THE FORGOING PARAGRAPHS OF THIS AGREEMENT, I UNDERSTAND ALL OF THEM, AND I FREELY AND VOLUNTARILY AGREE, WITHOUT ANY INDUCEMENTS, THAT ALL OF MY ACTIVITIES WITH STUDIO BARRE® WILL BE SUBJECT TO THESE TERMS.

"CLIENT"

Dated: _____, 202____.

A parent or guardian must also sign this agreement if the member is under the age of 18.

Parent's or Guardian's signature