



**ACKNOWLEDGMENT OF POLICIES FORM**

NAME: \_\_\_\_\_ (“Participant”).

Participant is age 18 or older. Yes  No

How did you hear of Symmetry? Google, word of mouth, internet search?

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By signing below, Participant acknowledges receipt of the following policies:

1. Symmetry requires 24 hours’ advance notice of cancellation to avoid being charged for private and semi-private training sessions, and 2 hours’ advance notice of cancellation to avoid being charged for group classes. In the event of inclement weather, Symmetry may, in its sole discretion, waive this cancellation policy.
2. All purchases from Symmetry are non-refundable. Exchanges can be made for upgrades or alternative packages.
3. Purchasing class packs and packages provides a discount off of Symmetry’s standard rates. Class packs and packages expire as follows: for a 6-pack, 6 months after purchase; for a 10-pack, 10 months after purchase; and for the intro package, 2 months after purchase. After expiration of the class pack or package, the unused value will be converted to a credit on your account which may be used toward future purchases. We recommend that you only purchase what you know you will be able to use prior to the expiration of the class pack and package discounts. A drop in expires 1 month from purchase date.
4. While we strive for consistency in our classes, sometimes we need to make changes to accommodate our instructors. Instructors for group classes, private sessions, and semi-private sessions may be changed without notice.
5. Symmetry reserves the right to cancel a group class due to low enrollment, inclement weather, staffing issues, or other unforeseen business needs. If this occurs, you will not be charged for the cancelled class.
6. A client must have at least one unused class in a class pack at the time of booking a group class.
7. To keep our staff and clients healthy, Symmetry asks that if you are feeling ill, you refrain from coming into our studio. If you or anyone in your household tests positive for COVID-19, we ask that you follow CDC and New Hampshire guidance regarding quarantine or isolation before returning to our studio. The cancellation policy described above will be waived in the event you need to cancel a group class or training session because of illness or COVID-19 precautions.

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Signature of Participant or Parent/Guardian of Minor Participant

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Date



## WAIVER & RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

\_\_\_\_\_ (“Participant”), who is  / is not  over the age of 18, for and in consideration of Symmetry Pilates Center, LLC (“Symmetry”) allowing Participant to participate in group Pilates classes, and/or private and semi-private training sessions and related activities (“Classes”), Participant, for Participant’s self, and on behalf of Participant’s spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agrees to and makes the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement (“Agreement”):

1. Participant’s participation in Classes is entirely voluntary. If Participant is a minor child, Participant’s parent or guardian consents to Participant’s participation in Classes.
2. Participant certifies that (i) Participant is in good health and in proper physical condition to participate in the Classes; and (ii) Participant has not been advised of any medical conditions that would impair Participant’s ability to safely participate in the Classes. Participant agrees that it is Participant’s sole responsibility to determine whether Participant is sufficiently fit and healthy enough to participate in the Classes.
3. Participant agrees to be bound by and follow all policies and rules of Symmetry Pilates Center, LLC (“Symmetry”).
4. Participant acknowledges the inherent risks associated with the practice of Pilates. Participant understands that participation in the Classes involves risks and dangers, which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and death; loss of or damage to personal property; accidents involving or caused by other participants or Symmetry staff; contact or collision with natural or manmade objects; facility issues; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of Symmetry; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”). Participant understands that these Risks may be caused in whole or in part by Participant’s own actions or inactions, the actions or inactions of others, OR THE NEGLIGENT ACTS OR OMISSIONS OF SYMMETRY, and PARTICIPANT HEREBY EXPRESSLY ASSUMES ALL SUCH RISKS and responsibility for any damages, liabilities, losses or expenses that Participant incurs as a result of Participant’s participation in any Classes.
5. Participant acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that Participant may be exposed to or infected by COVID-19 while participating in any Classes, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death.
6. Participant accepts sole responsibility for Participant’s own conduct and actions while participating in Classes.
7. Participant, for Participant’s self and on behalf of Participant’s family, estate, heirs, guardians, legal representatives and assigns, hereby unconditionally REMISES, RELEASES, COVENANTS NOT TO SUE, AND FOREVER DISCHARGES, AND FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS, Symmetry and its members, managers, employees, directors, contractors, volunteers or agents (the “Releasees”), of and from any and all manner of actions, causes of actions, claims, demands, damages, loss or expense (including, without limitation, court costs and attorneys’ fees), which may arise out of, result from, or relate in any way to, directly or indirectly, Participant’s past, current or future participation in Symmetry



programs or Classes, including claims for liability caused in whole or in part by NEGLIGENT ACTS OR OMISSIONS OF SYMMETRY.

8. If, despite this Agreement, Participant, or anyone on Participant's behalf, makes a claim for liability against the Releasees, Participant agrees to indemnify, defend and hold harmless the Releasees from any such liabilities which may be incurred as the result of such claim, including but not limited to attorney's fees.
9. Participant authorizes Symmetry to seek emergency medical treatment for Participant, if necessary, and agrees to accept financial responsibility for any costs related to such emergency medical treatment.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

#### **PARENT/GUARDIAN AUTHORIZATION**

If there are minor(s) participants in the Classes, as their parent or guardian, I verify that I have the authority to enter this agreement on behalf of the minor participant(s). I have read, understood and agree that the minor(s) or anyone acting on behalf of the minor participant(s), including me, is bound by the terms of this Agreement. If a claim or action is brought against the Releasees in contravention of this Agreement, including any claim alleging NEGLIGENCE, I agree to INDEMNIFY, HOLD HARMLESS AND DEFEND RELEASEES for any and all expenses incurred, INCLUDING LEGAL FEES, and any DAMAGES for which they may be adjudged legally liable to pay.

I have carefully read and understand this is a COMPREHENSIVE RELEASE OF ALL LIABILITY which is binding upon me, my heirs, agents and assigns, that it is not intended to assert any claims or defenses that are prohibited by law, and that if any part of this agreement is held to be invalid or unenforceable, the remainder shall be given full force and effect.

\_\_\_\_\_  
Signature of Parent/Guardian of Minor Participant

\_\_\_\_\_  
Date