

SELFCORE PILATES REFORMER STUDIO, IN BALANCE GROUP LLC

LIABILITY WAIVER, ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

THIS IS A LEGALLY BINDING DOCUMENT. PLEASE READ IT CAREFULLY AND COMPLETELY BEFORE SIGNING. IF YOU DO NOT UNDERSTAND ANY PART OF THIS DOCUMENT, CONSULT WITH ATTORNEY BEFORE SIGNING.

PARTIES INVOLVED:

This Agreement ("Waiver") is entered into by and between: Participant: The individual signing this Waiver, and if applicable, on behalf of the Minor Participant (as defined below).

RELEASED PARTIES: Selfcore Pilates Reformer Studio, In Balance Group LLC, its owners, officers, directors, managers, employees, instructors, contractors, volunteers, representatives, landlords, affiliates, successors, and assigns, from any and all claims, liabilities, demands, damages, actions, causes of action, costs, expenses, attorney fees, or losses arising out of or related to my participation in any Selfcore Pilates Reformer Studio activity. (collectively referred to as "In Balance Group") Address: 6994 Expressway 77 Suite B, Olmito TX 78575.

1. RECITALS AND ACKNOWLEDGMENT:

The Participant desires to engage in various physical activities offered by Selfcore Pilates Reformer Studio, In Balance Group LLC, including Mat Pilates, Classical Pilates, Contemporary Pilates, Reformer Pilates, Tower Pilates, Chair Pilates, Cadillac Pilates, Barrel Pilates, apparatus-based Pilates, strength training, stretching, mobility exercises, group fitness classes, private training sessions, workshops, and any other variation, classes, or services (collectively, "Activities") provided by Selfcore Pilates Reformer Studio ("Selfcore") or any other location.

Participant acknowledges that the Activities offered by Selfcore Pilates Reformer Studio, In Balance Group LLC involve inherent risk, dangers, and hazard that may cause serious injury, illness, or death. These risks include, but are not limited to, those arising from:

- Physical Activity: Stains, sprains, fractures, dislocations, muscle soreness, torn ligaments or tendons, back or neck injuries, joint injuries, balance issues, falls, overexertion, dehydration, fainting, and other bodily injuries, regardless of the severity.
- Equipment Use: Risk arising from the instruction, supervision, or lack thereof, by Selfcore Pilates Reformer Studio, instructors or staff.
- Studio Environment: Risk associated with the physical environment, including slippery surfaces, uneven flooring, obstructions, or other conditions within the studio.

Potential Consequences of Participation:

- Aggravation of pre-existing medical conditions.
- Cardiovascular stress, increased heart rate, and blood pressure fluctuations.
- Serious bodily injury.
- Temporary or permanent disability.
- Death.

I voluntarily choose to participate in these activities and fully assume all risks, whether known or unknown.

2. ASSUMPTION OF RISK:

BY SIGNING THIS WAIVER, THE PARTICIPANT HEREBY EXPRESSLY ACKNOWLEDGES, UNDERSTANDS, AND VOLUNTARILY ASSUMES ALL RISKS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH PARTICIPATING IN THE ACTIVITIES OFFERED BY SELFCORE PILATES REFORMER STUDIO, IN BALANCE GROUP LLC INCLUDING BUT NOT LIMITED TO THOSE DESCRIBED ABOVE. THE PARTICIPANT UNDERSTANDS THAT THESE RISKS MAY ARISE FROM OR BE CONTRIBUTED TO BY THE NEGLIGENCE OF THE RELEASED PARTIES, INCLUDING THEIR EMPLOYEES, AGENTS, OR INVITEES, AND NEVERTHELESS FREELY AND VOLUNTARILY ELECTS TO PARTICIPATE IN THE ACTIVITIES. THE PARTICIPANT FURTHER UNDERSTANDS THAT THIS ASSUMPTION OF RISK APPLIES TO ALL PRESENT AND FUTURE PARTICIPATION IN ACTIVITIES OFFERED BY SELFCORE PILATES REFORMER STUDIO, IN BALANCE GROUP LLC, INCLUDING ALL CLASSES, WORKSHOPS, AND SERVICES, REGARDLESS OF WHETHER SUCH PARTICIPATION OCCURS TODAY OR AT ANY FUTURE DATE.

3. WAIVER AND RELEASE OF LIABILITY:

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ACTIVITIES AND UTILIZE THE FACILITIES OF SELFCORE PILATES REFORMER STUDIO, IN BALANCE GROUP LLC, THE UNDERSIGNED PARTICIPANT, ON BEHALF OF THEMSELVES AND THEIR SPOUSE, LEGAL REPRESENTATIVES, HEIRS, ASSIGNS, EXECUTORS, ADMINISTRATORS, AND NEXT OF KIN, HEREBY AGREES TO WAIVE, RELEASE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE SELFCORE PILATES REFORMER STUDIO, IN BALANCE GROUP LLC AND THE OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, JUDGMENTS, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) THAT MAY ARISE FROM OR BE CONNECTED IN ANY WAY WITH THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO ANY PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR OTHER HARM, REGARDLESS OF CAUSE. THIS RELEASE INCLUDES CLAIMS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR ANY OTHER FAULT OR OMISSION, WHETHER ACTIVE OR PASSIVE, OF SELFCORE PILATES REFORMER STUDIO, IN BALANCE GROUP LLC OR ANY OF THE OTHER RELEASED PARTIES, TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW.

THIS WAIVER AND RELEASE COVERS ALL CLAIMS, WHETHER ACCRUING NOW OR IN THE FUTURE, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE MAXIMUM PERIOD ALLOWED BY TEXAS LAW, WHICH FOR MOST PERSONAL INJURY CLAIMS IS TWO (2) YEARS FROM THE DATE THE CAUSE OF ACTION ACCRUES, AND FOR BREACH OF CONTRACT CLAIMS IS FOUR (4) YEARS FROM THE DATE OF ACCRUAL. HOWEVER, THIS WAIVER SHALL BE INTERPRETED TO BIND THE UNDERSIGNED PERPETUALLY FOR ALL CLAIMS ARISING FROM OR RELATED TO PARTICIPATION IN THE ACTIVITIES, TO THE EXTENT PERMITTED BY APPLICABLE STATUTES OF LIMITATION AND TEXAS CASE LAW.

4. INDEMNIFICATION:

THE UNDERSIGNED PARTICIPANT HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELFCORE PILATES REFORMER STUDIO, IN BALANCE GROUP LLC AND THE OTHER RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, JUDGMENTS, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) THAT MAY BE ASSERTED BY THE PARTICIPANT, THEIR SPOUSE, LEGAL REPRESENTATIVES, HEIRS, ASSIGNS, EXECUTORS, ADMINISTRATORS, OR NEXT OF KIN, OR BY ANY THIRD PARTY, AS A RESULT OF OR ARISING FROM THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR ANY OTHER FAULT OR OMISSION, WHETHER ACTIVE OR PASSIVE, OF SELFCORE PILATES REFORMER STUDIO, IN BALANCE GROUP LLC OR ANY OF THE OTHER RELEASED PARTIES. THIS INDEMNIFICATION OBLIGATION EXTENDS TO CLAIMS CAUSED BY THE SOLE NEGLIGENCE, JOINT NEGLIGENCE, OR CONCURRENT NEGLIGENCE OF SELFCORE PILATES REFORMER STUDIO, IN BALANCE GROUP LLC AND THE OTHER RELEASED PARTIES.

5. MEDICAL ACKNOWLEDGEMENT AND HEALTH DISCLOSURE:

Participant affirms that they are in good physical condition and do not suffer from any disability, impairment, or medical condition that would prevent them from participating in the Activities without causing harm to themselves or others. Participant acknowledges that it is their responsibility to consult with a physician prior to participating in any Activities, especially if they have any health concerns, a preexisting medical condition, or are pregnant. Participant agrees to inform Selfcore Pilates Reformer

Studio, In Balance Group LLC of any medical conditions, injuries, or concerns that may affect their ability to participate safely in the Activities, or if any such condition arises during their participation. Participant agrees to stop exercising immediately if they experience any pain, discomfort, dizziness, or other adverse symptoms.

6. MINOR PARTICIPANT PROVISIONS (REQUIRED FOR PARTICIPANTS UNDER 18 YEARS OF AGE):

If the Participant is under eighteen (18) years of age ("Minor Participant"), this Waiver MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN of the Minor Participant.

BY SIGNING BELOW, THE PARENT OR LEGAL GUARDIAN REPRESENTS AND WARRANTS THAT THEY ARE THE LEGALLY APPOINTED PARENT OR GUARDIAN OF THE MINOR PARTICIPANT, HAVE THE FULL AUTHORITY TO EXECUTE THIS WAIVER ON THE MINOR PARTICIPANT'S BEHALF, AND AGREE TO BE FULLY BOUND BY ALL TERMS AND CONDITIONS OF THIS WAIVER.

The Parent/Legal Guardian acknowledges all risks associated with the Minor Participant's engagement in the Activities, as described in Section 1, and HEREBY VOLUNTARILY ASSUMES ALL SUCH RISKS ON BEHALF OF THE MINOR PARTICIPANT.

THE UNDERSIGNED PARENT OR LEGAL GUARDIAN FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELFCORE PILATES REFORMER STUDIO, IN BALANCE GROUP LLC AND THE OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, JUDGMENTS, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) THAT MAY BE ASSERTED BY OR ON BEHALF OF THE MINOR PARTICIPANT, OR BY ANY THIRD PARTY, AS A RESULT OF OR ARISING FROM THE MINOR PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR ANY OTHER FAULT OR OMISSION, WHETHER ACTIVE OR PASSIVE, OF SELFCORE PILATES REFORMER STUDIO, IN BALANCE GROUP LLC OR ANY OF THE OTHER RELEASED PARTIES. THIS INDEMNIFICATION INCLUDES CLAIMS FOR THE MINOR PARTICIPANT'S OWN INJURIES, INCLUDING CLAIMS FOR PAIN AND SUFFERING OR MENTAL ANGUISH, TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW.

7. MEDIA RELEASE AND CONSENT:

THE PARTICIPANT (AND/OR PARENT/LEGAL GUARDIAN ON BEHALF OF MINOR PARTICIPANT) HEREBY GRANTS SELFCORE PILATES REFORMER STUDIO, IN BALANCE GROUP LLC, PERMISSION TO TAKE PHOTOGRAPHS AND/OR VIDEO RECORDINGS OF THE PARTICIPANT (OR MINOR PARTICIPANT) BEFORE, DURING, AND AFTER CLASSES, WORKSHOPS, OR EVENTS. THE PARTICIPANT (AND/OR PARENT/LEGAL GUARDIAN) AUTHORIZES SELFCORE PILATES REFORMER STUDIO, IN BALANCE GROUP LLC TO USE, REPRODUCE, DISTRIBUTE, AND DISPLAY SUCH PHOTOGRAPHS AND VIDEO RECORDINGS FOR PROMOTIONAL, ADVERTISING, MARKETING, AND OTHER COMMERCIAL PURPOSES, INCLUDING, BUT NOT LIMITED TO, USE ON SOCIAL MEDIA, PLATFORMS, WEBSITES, PRINT MATERIALS, AND DIGITAL ADVERTISEMENTS. THE PARTICIPANT (AND/OR PARENT/ LEGAL GUARDIAN) UNDERSTANDS AND AGREES THAT THEY WILL NOT RECEIVE ANY COMPENSATION, MONETARY OR OTHERWISE, FOR THE USE OF SUCH MEDIA AND HEREBY WAIVES ANY RIGHT TO INSPECT OR APPROVE THE FINISHED PRODUCT WHERE THE PARTICIPANT'S (OR MINOR PARTICIPANT'S) LIKENESS APPEARS. THIS CONSENT IS PERPETUAL AND IRREVOCABLE, TO THE FULLEST EXTENT PERMITTED BY LAW.

8. EMERGENCY MEDICAL TREATMENT CONSENT:

IN THE EVENT OF AN EMERGENCY, AND IF THE PARTICIPANT (OR MINOR PARTICIPANT) IS UNABLE TO COMMUNICATE, THE UNDERSIGNED PARTICIPANT (AND/OR PARENT/LEGAL GUARDIAN ON BEHALF OF MINOR PARTICIPANT) HEREBY AUTHORIZES SELFCORE PILATES REFORMER STUDIO, IN BALANCE GROUP LLC, ITS EMPLOYEES, OR AGENTS TO OBTAIN NECESSARY EMERGENCY MEDICAL TREATMENT FOR THE PARTICIPANT (OR MINOR PARTICIPANT), INCLUDING, BUT NOT LIMITED TO, FIRST AID, MEDICAL TRANSPORTATION, AND HOSPITALIZATION. THE UNDERSIGNED AGREES TO BE SOLELY RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH SUCH EMERGENCY MEDICAL TREATMENT.

9. ACKNOWLEDGMENT OF RULES AND REGULATIONS:

Participant (and/or Parent/Legal Guardian on behalf of Minor Participant) agrees to abide by all rules, regulations, and policies of Selfcore Pilates Reformer Studio, as established and communicated by In Balance Group LLC. Participant understands that failure to comply with such rules and regulations may result in suspension or termination of participation in the Activities without refund.

10. NO GUARANTEE OF RESULTS:

Participant acknowledges that results from participating in the Activities may vary and are dependent on various factors, including individual effort, physical condition, and consistency. Selfcore Pilates Reformer Studio, In Balance Group LLC makes no guarantees or warranties, express or implied, regarding specific results, outcomes, or benefits from participation in the Activities.

11. VOLUNTARY PARTICIPATION AND UNDERSTANDING:

The Participant affirms that their participation in the Activities is entirely voluntary. The Participant further certifies that they have read this entire Waiver, fully understand its terms, and have had the opportunity to consult with legal counsel regarding its meaning and effect. The Participant understands that they are giving up substantial legal rights, including the right to sue Selfcore Pilates Reformer Studio, In Balance Group LLC and the other Released Parties for damages, even if those damages are caused by the negligence or gross negligence of Selfcore Pilates Reformer Studio, In Balance Group LLC or the other Released Parties.

12. GOVERNING LAW AND VENUE:

This Waiver shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any disputes arising under or in connection with this Waiver shall be brought exclusively in the state or federal courts located in Cameron County, Texas.

13. SEVERABILITY:

If any provision of this Waiver is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions, which shall remain in full force and effect to the maximum extent permitted by law.

14. CONSPICUOUSNESS STATEMENT:

THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT ALL THE TERMS AND PROVISIONS OF THIS WAIVER, INCLUDING THE RELEASE OF LIABILITY AND INDEMNIFICATION CLAUSES, ARE PRINTED IN BOLD FONT AND/OR CAPITAL LETTERS AND ARE CLEARLY VISIBLE AND CONSPICUOUS, SO AS TO ATTRACT THE ATTENTION OF A REASONABLE PERSON. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT THEY HAVE HAD AMPLE OPPORTUNITY TO READ AND REVIEW THIS DOCUMENT.

15. ENTIRE AGREEMENT:

This Waiver constitutes the entire agreement between the Participant and Selfcore Pilates Reformer Studio, In Balance Group LLC concerning the subject matter herein and supersedes all prior and contemporaneous agreements, representations, and understandings, whether written or oral.

Your Signature