

FLOW AND GLOW PILATES & FITNESS LLC HEALTH HISTORY AND AGREEMENT

Please complete the questions to the best of your ability and initial and sign where indicated. Please note that while understanding your health is important to our ability to provide our services, we are not medical professionals and that you should consult with your physician to determine if participation in this program is safe for you.

SECTION I: PERSONAL INFORMATION

*Name: _____
Date of Birth: Month: ____ Day: ____ Year: _____ Age: _____
*Address: _____ City: _____ State : _____ Postal Code: _____ Primary
Phone: _____ (Cell preferred)
*E-mail: _____
*Emergency Contact Name: _____
*Emergency Contact Phone: _____
Health and Fitness Goals: _____

(* denotes required fields)

SECTION II: RISK ASSESSMENT

Heart Disease	YES NO	
Shortness of Breath or Chest Pain	YES NO	Inhaler? YES/NO (if "yes", please bring it to every class)
High Blood Pressure	YES NO	Levels: _____
High Cholesterol Level	YES NO	
Significant Bone/Joint/Muscle Pain	YES NO	Location: _____
Back Pain	YES NO	
Cigarette Smoking	YES NO	Levels: _____
Abnormal Resting EKG	YES NO	
Diabetes	YES NO	Insulin Dependent? YES NO

Any other? Please explain: _____

Are you active? YES NO
Activity or Exercise: _____
Times per week: _____
Minutes per session: _____

Are you currently taking any medication(s)? YES NO Type: _____

Is there any other condition or limitation that we should be aware of? YES NO . If yes, please explain: _____

SECTION III: AGREEMENT

In consideration of participating in Flow and Glow Pilates & Fitness LLC’s (“Flow and Glow”) program of Pilates equipment and weights, interval training including outdoors and in-home training(collectively, the “Program”) and related activities (“Activity”), I represent the following:

I am in proper physical condition to participate in the Activity, and am aware that participation could, in some circumstances, result in physical injury, serious physical injury or death.

I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured.

I am aware that there is no obligation for any person to provide me with medical care during the Activity. I understand and acknowledge that:

If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.

I am aware that it is advisable to consult a physician prior to participating in the Activity. If I have consulted a physician, I have taken the physician’s advice.

I acknowledge that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States. I hereby agree, represent, and warrant that I shall visit or utilize the facilities, services, and programs of the Glow and Flow within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. I agree to check the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to utilizing the facilities, services, and programs of the Glow and Flow, daily if necessary. I hereby agree, represent, and warrant that I shall not visit or utilize the facilities, services, and programs of the Glow and Flow if I (i) experience symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) have a suspected or diagnosed/confirmed case of COVID-19. I agree to notify the Flow and Glow immediately if I believe that any of the foregoing access/use restrictions may apply. I agree to take precautions as required by Glow and Flow while participating in the Program and Activities.

I also understand that (please initial each):

_____ All payments are non-refundable. Packages may be transferable if not used (i.e. remaining sessions) to family or friend.

_____ You must provide at least 24 hours prior notice if you need to cancel or reschedule a session or you will be charged the full session charge fee.

_____ The scheduling and content of activities may be changed on occasion.

_____ I will notify the instructor immediately of any pain and/or major discomfort felt during any Activity.

_____ If I am pregnant or plan to become pregnant during course of the Activity, I will notify instructor of any restrictions/limitations per physician prior to participation in any Activity.

By signing below, I accept and agree to the terms and provisions contained in this agreement.

Signed: _____ Date: _____

Name: _____

RELEASE AND WAIVER

Flow and Glow Pilates & Fitness LLC, a Pennsylvania limited liability company (“**Flow and Glow**”) provides a fitness program including outdoors and in-home training (collectively, the “**Program**”). As a material inducement and a condition precedent to Flow and Glow agreeing to allow the undersigned to participate in whole or in part in the Program, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees and consents to the following terms, conditions and provisions. For the purposes of this release and waiver, references to “I,” “me,” and “my” shall include the participant(s), and if applicable, the parent or legal guardian signing below.

The undersigned acknowledges, agrees and fully understands that there are inherent dangers in connection with the activities associated with or that may (voluntarily or involuntarily) take place during the Program including, without limitation, Pilates equipment and weights, interval training and other activities and conditions associated with or that may occur (whether planned or unplanned) during or in connection with the Program (collectively, “**Activities**”) and that the risks associated with these Activities may be greater if poor weather or other hazardous conditions due to other participants are experienced during or in connection with the Program.

I acknowledge and understand that the Activities and the use of any equipment made available during the Program have inherent dangers and the use thereof and the participation in the Program and any Activities associated with the Program require physical exertion, coordination, and strength, and I realize that there is a **high** level of risk of physical injury which may be incurred when while engaging in these Activities, including death, disability or paralysis. I hereby certify that I am in good physical condition and have adequate health insurance to cover any injury that I may sustain during or as a result of participating in the Program or any associated Activities.

I agree to follow any and all instructions (both oral and written), recommendations, signage and cautions of Flow and Glow or its agents at times during the Program, including, without limitation, instructions for the operation of obstacles and safety equipment.

I, on behalf of myself and, any minor participant listed below, the parent or legal guardian of any minor participant listed below, next of kin, personal representatives, heirs and beneficiaries, hereby agree to forever hold harmless, waive and fully release Flow and Glow and its Affiliates (as defined below) as well as Flow and Glow’s and the Affiliates’ respective directors, shareholders, members, managers, officers, affiliates, employees, contractors, volunteers, agents, attorneys, insurers and staff (each a “**Released Party**” and, collectively, the “**Released Parties**”) from and against any and all liability, losses, damages or claims whatsoever pertaining to my participation in the Program or any related Activities including, without limitation, bodily injury, illness including COVID 19, or death and whether or not caused by the negligence or other acts or omissions on the part of any of the Released Parties. As used in this Agreement, “Affiliate” means Flow and Glow, and any person or entity who controls, is controlled by, or is under common control with Flow and Glow. I understand that I am solely responsible for all costs related to such medical treatment and/or medical transportation resulting from my participation in the Program and Activities.

I waive my insurers’ right to make a claim against any of the Released Parties based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against any of the Released Parties. Furthermore, I hereby voluntarily agree and covenant not to sue any Released Party and voluntarily waive the rights to pursue any lawsuits or other legal redress against the Released Parties.

To the extent permitted by law, I hereby agree, jointly and severally, to pay and reimburse the Released Parties for all costs, damages and expenses that the Released Parties suffer as a result of my failure to abide by the terms of this document including, without limitation, all attorneys’ fees and other costs and expenses incurred by Released Parties in defending any action brought by or on behalf of any of the undersigned or in connection with the Released Parties’ enforcement of this Release and Waiver. This document is governed by the laws of the Commonwealth of Pennsylvania without giving effect to its conflicts of law provisions.

If any provisions of this Release and Waiver shall be determined to be illegal or unenforceable by any court of law (including, but not limited to, for a release of a minor’s claim or indemnification that is void as a matter of public policy), the remaining provisions shall be severable and enforceable to the maximum extent possible in accordance with their terms.

IN SIGNING THIS DOCUMENT, THE UNDERSIGNED HEREBY ACKNOWLEDGES AND AGREES THAT THAT HE OR SHE HAS READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ITS TERMS AND HEREBY FREELY AND VOLUNTARILY SIGN THIS DOCUMENT AT THEIR OWN FREE WILL AND ACT. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT THEY ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS ON BEHALF OF THEMSELVES AND OTHERS, INCLUDING THE RIGHT TO SUE FLOW AND GLOW, ITS AFFILIATES AND OTHER PERSONS OR ENTITIES.

I represent that I am over the age of eighteen (18) years and have read and understand the contents of this agreement and am voluntarily signing it as my own free will and act.

Signed: _____ Date: _____

Name: _____

Consent by Parent or Legal Guardian for Participants that are Under the Age of Eighteen:

List Name of Minors Below:

I am the parent or legal guardian of the minor(s) named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release and Waiver.

Signed: _____ Date: _____

Name: _____