

Disclaimer (Please read and sign before beginning your first Pilates session)

Clinical Pilates Disclaimer

(1) Introduction

This disclaimer governs our Clinical Pilates classes. We will ask you to sign this disclaimer before taking part in any Clinical Pilates class.

You acknowledge that all exercise involves a risk of personal injury, including a small risk of serious injury or death, and agree to take responsibility for your health and well-being in relation to our Clinical Pilates classes.

(2) Health and medical conditions

You acknowledge and represent that:

to the best of your knowledge, you suffer from no medical or physical condition or disability that will or might increase the normal risks associated with exercise;

You must complete and sign health and fitness questionnaire before participating in any of our Clinical Pilates classes. You acknowledge and represent that you will complete or have completed the questionnaire to the best of your knowledge and ability.

You must inform us, as soon as possible, if:

- You suffer from any existing or new injury, illness or other medical condition;
- You feel any pain or discomfort during a Clinical Pilates class; or
- You feel that any exercise included in a Clinical Pilates class would be unsafe or uncomfortable for you.

We may in our sole discretion prohibit you from participating in a Clinical Pilates class; and you must comply with all of our instructions in relation to our Clinical Pilates classes.

(3) No representations or warranties

To the maximum extent permitted by applicable law and subject to section 6 below, we exclude all representations, warranties, undertakings and guarantees relating to our Clinical Pilates classes.

Without prejudice to the generality of the foregoing paragraph, we do not represent, warrant, undertake or guarantee:

- That you will not suffer from any injury arising directly or indirectly out of our Clinical Pilates classes;
- That your fitness will measurably improve as a result of participation in our Clinical Pilates classes; or
- That the Clinical Pilates classes will continue to run for any specific period.

(4) Limitations and exclusions of liability

The limitations and exclusions of liability set out in this section and elsewhere in this disclaimer: are subject to section 6 below; and govern all liabilities arising under the disclaimer or in relation to our Clinical Pilates classes, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any personal injury (including without limitation serious injury or death) that you may suffer or sustain directly or indirectly as a result of attending our Clinical Pilates classes. Nor will we be liable to you in respect of any other losses arising as a result of any such personal injury.

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All information provided will be kept strictly confidential.

We will not be liable to you in respect of any of your personal property that is lost, stolen or damaged before, during or after a Clinical Pilates class.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

(5) Exceptions

Nothing in this disclaimer shall: limit or exclude our liability for death or personal injury resulting from negligence; limit or exclude our liability for fraud or fraudulent misrepresentation; limit any of our liabilities in any way that is not permitted under applicable law; or exclude any of our liabilities that may not be excluded under applicable law.

(6) Severability

If a section of this disclaimer is determined by any court or other competent authority to be unlawful and/or unenforceable, the other sections of this disclaimer continue in effect.

If any unlawful and/or unenforceable section would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the section will continue in effect.

(7) Law and jurisdiction

This disclaimer shall be governed by and construed in accordance with Irish law, and any disputes relating to this disclaimer or our Clinical Pilates classes will be subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

(8) Our details

In this disclaimer, "we" means (and "us" and "our" refer to) Suzanne Morris and Sarah Pyper trading as Painfree Pilates, which has its principal place of business at St. Sylvesters Parish, Malahide and Colaiste Choilm School, Swords.

(9) Instructors

The limitations and exclusions of liability in this disclaimer protect our instructors as well as protecting us.

I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS DISCLAIMER

SIGNATURE:

PRINT NAME:

ADDRESS:

DATE:

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