BEYOND THE BALANCE

STUDENT PARTICIPATION, ASSUMPTION OF RISK & LIABILITY WAIVER

A space to unwind, align and shine.

This agreement is made between **Beyond the Balance** (hereinafter referred to as “the Studio”) and the undersigned participant.

1. PARTICIPANT INFORMATION

Full Name: _____

Date of Birth: _____

Telephone Number: _____

Email Address: _____

Emergency Contact Name: _____

Emergency Contact Number: _____

Relationship to Participant: _____

2. MEDICAL DECLARATION

I understand that Reformer Pilates and Pole Fitness involve physical activity, strength, flexibility, balance, coordination and muscular endurance.

I confirm that I am physically capable of participating in these activities and have disclosed any relevant medical conditions, injuries, physical limitations or other circumstances that may affect my ability to exercise safely.

Please indicate whether any of the following apply:

- ☐ Heart condition or cardiovascular concerns
- ☐ High or low blood pressure
- ☐ Back, neck or spinal injuries
- ☐ Joint, muscle or ligament injuries
- ☐ Recent surgery
- ☐ Pregnancy or recent childbirth

- ☐ Dizziness, fainting or balance concerns
- ☐ Other medical condition or physical limitation

If applicable, please provide details:

_____

_____

I agree to inform the instructor of any changes to my health or physical condition before participating in a class. I understand that the Studio may request medical clearance before allowing participation where necessary.

3. ACKNOWLEDGEMENT OF RISKS

I acknowledge that participation in Reformer Pilates and Pole Fitness involves inherent risks, including but not limited to:

Reformer Pilates:

- Muscle strain, sprains and joint injuries.
- Loss of balance or slipping while using equipment.
- Incorrect positioning or movement resulting in injury.
- Physical discomfort, overexertion or muscular fatigue.

Pole Fitness:

- Slipping, falling or losing grip on the pole.
- Bruising, muscle strain, sprains and other physical injuries.
- Falls from elevated positions or during inversions.
- Injuries resulting from improper technique or loss of balance.

I voluntarily accept and assume the inherent risks associated with participating in these activities, whether known or unknown, to the extent permitted by law.

4. RELEASE AND LIMITATION OF LIABILITY

I acknowledge that Beyond the Balance, its owners, instructors, employees and authorised representatives take reasonable measures to maintain a safe exercise environment.

To the extent permitted by Jamaican law, I agree to release and hold harmless the Studio and its representatives from claims arising from the ordinary and inherent risks of my voluntary participation in studio activities.

This waiver does not exclude or limit liability where such exclusion or limitation is prohibited by law, including liability arising from negligence where it cannot lawfully be excluded.

5. STUDENT RESPONSIBILITIES

I agree to:

1. Follow all instructions provided by instructors.
2. Use all equipment responsibly and only as instructed.
3. Inform instructors immediately of pain, discomfort, dizziness or injury.
4. Avoid attempting exercises beyond my current ability or without instructor approval.
5. Wear appropriate exercise clothing and footwear where required.
6. Avoid participating under the influence of alcohol, drugs or any substance that may impair my coordination or judgement.
7. Respect instructors, other students and studio property.
8. Inform the Studio of any medical or physical changes that may affect my participation.

I understand that instructors reserve the right to modify, restrict or discontinue my participation if they believe my safety or the safety of others is at risk.

6. EQUIPMENT AND PROPERTY

I agree to use all reformers, poles, mats and other studio equipment with care and in accordance with instructor guidance.

I understand that I may be held responsible for damage caused through deliberate misuse or negligent handling of studio equipment, subject to applicable law.

7. EMERGENCY MEDICAL AUTHORISATION

In the event of an emergency, I authorise Beyond the Balance and its representatives to contact emergency services and arrange appropriate medical assistance if I am unable to make such decisions myself.

I understand that I am responsible for any medical or emergency transportation expenses incurred on my behalf, subject to applicable law.

8. PHOTO AND VIDEO CONSENT (OPTIONAL)

Beyond the Balance may occasionally capture photographs and videos during classes and studio activities for promotional purposes, including social media and marketing.

Please select your preference:

- ☐ I CONSENT to the use of my photographs and videos for promotional purposes.

- ☐ I DO NOT CONSENT to the use of my photographs and videos for promotional purposes.

I understand that declining consent will not affect my ability to participate in studio activities.

9. ACKNOWLEDGEMENT AND AGREEMENT

By signing below, I confirm that:

- I have read and understood this document.
- I have had the opportunity to ask questions regarding the risks of participation.
- I have provided accurate and complete medical information.
- I understand the risks associated with Reformer Pilates and Pole Fitness.
- I voluntarily agree to participate in activities offered by Beyond the Balance.
- I understand that this agreement is intended to apply to my participation in studio activities, subject to applicable law.

PARTICIPANT SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

INSTRUCTOR / STUDIO REPRESENTATIVE: _____

DATE: _____

BEYOND THE BALANCE

Find your strength. Discover your balance. Go beyond.