

STUDIO POLICIES AND WAIVER AGREEMENT

By executing this Studio Policies and Waiver Agreement (the “Agreement”) and participating in Pilates, other fitness classes, or activities provided by Nueva Productions Inc. d/b/a Kim V Pilates (the “Company”), [INSERT NAME] (the “Client”) agrees as follows:

- Client understands and agrees that Pilates, other fitness classes or activities provided by the Company (collectively, “Activities”) involve a risk of injury. Client agrees that she or he is voluntarily participating in the Activities and understands and accepts any and all risks associated with such participation. Client is aware that it may be advisable to consult a physician before participating in the Activities and, if necessary based on Client’s particular circumstances, has done so.
- Client agrees to abide by Company’s policies, including:
 - Any cancellations must be made at least 24 hours in advance;
 - Sessions may be canceled by email, text or voicemail. Client will be charged for sessions that are not canceled at least 24 hours in advance;
 - All sales are final, but sessions can be transferred to another client;
 - All sessions expire 6 months after purchase; and
 - Company reserves the right to promulgate additional policies. Such policies will be binding on Client as if set forth in this agreement.
- “Claims” includes but is not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, personal injury or death in connection with the Activities or Client’s Likeness (as defined below). “Released Party” means the Company or any of its affiliates, and their respective representatives, directors, officers, agents, employees, independent contractors, interns, or anyone acting for or on behalf of Company.
- Client on behalf of herself or himself and her or his heirs, executors, administrators, legal representatives, successors, and anyone else who may act on her or his behalf, fully waives and forever discharges any and all rights or Claims she or he may have, now or in the future, against any Released Party. Client further agrees that she or he will not sue any Released Party for any Claims and to indemnify and hold harmless each Released Party from (a) any loss or liability (including any reasonable legal fees they may incur) defending any Claims made by Client or anyone making a Claim on Client’s behalf or (b) Client’s breach of any representation or warranty contained in this Agreement.
- Client hereby irrevocably permits, authorizes, grants, and licenses Company the right to film, photograph, record, or otherwise use Client’s name, image, likeness, appearance, voice, and other personal characteristics (collectively “Likeness”), in whole or in part, and in original or modified form, in any lawful

manner at Company's sole discretion and without geographic limit. Client understands that she or he will not receive any compensation as a result of any use of her or his Likeness and forever waives, releases, and discharges Company from any and all liability, claims, actions, and demands arising out of or in connection with the use of her or his Likeness, including, without limitation any and all claims for invasion of privacy, right of publicity, defamation or libel.

- Client represents and warrants that either she or he is at least 18 years of age and has the full right, power, and authority to enter into this Agreement or, if she or he is signing this Agreement on behalf of a minor, she or he is the parent or legal guardian of the minor listed below and has the full right, power and authority to enter into this Agreement on behalf of such minor..
- Company may assign this Agreement and its rights hereunder, in whole or in part.
- This Agreement is binding on Client's heirs, executors, administrators, legal representatives, successors, and anyone else who may act on her or his behalf.
- If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
- Any matters arising out of or related to this Agreement, the Activities, or Company's use of Client's Likeness shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law or provision or rule that would yield a different result. Any claim or cause of action arising out of or related to this Agreement, the Activities, or Company's use of Client's likeness may be brought only in the federal and state courts located in New York County, New York and Client irrevocably consents to the exclusive jurisdiction of such courts.

**BY SIGNING BELOW CLIENT ACKNELEDGES THAT SHE OR HE HAS
READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT.**

CLIENT:

Name:

Address:

Date:

IF ON BEHALF OF A MINOR:

Name of Minor