

CANNIZZARO PHYSICAL THERAPY, PLC, d/b/a Ease Pilates Studio
Online Video and Online Class Waiver and Liability Release

THIS IS A RELEASE OF LIABILITY AND A NOTICE OF DATA COLLECTION. YOU MUST READ AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT BEFORE SIGNING OR CLICKING TO ACCEPT. IF YOU ARE UNDER THE AGE OF EIGHTEEN (18), YOUR PARENT OR LEGAL GUARDIAN MUST SIGN OR CLICK TO ACCEPT THIS WAIVER ON YOUR BEHALF.

I, _____ (*PRINT FULL LEGAL NAME*), in consideration of, and as a condition to, being granted permission to access, view, use, download, and/or participate in online Pilates videos and/or other exercise videos, interactive online classes or demonstrations (the “Online Videos and Classes”) made available by Cannizzaro Physical Therapy, PLC d/b/a Ease Pilates Studio (“Cannizzaro Physical Therapy”), hereby freely acknowledge and agree that:

1. In order to access, view, download, participate in, or otherwise use the Online Videos and Classes, I may be required to disclose certain personal information, including but not limited to, my name, age, address, and e-mail address (“Personal Information”);
2. I understand, acknowledge, and agree that my Personal Information may be stored by Cannizzaro Physical Therapy and used for future marketing purposes, but will not be rented, sold, or otherwise made available to third parties, except those third parties providing online services to Cannizzaro Physical Therapy, including but not limited to the video platforms used for the Online Videos and Classes, but only to the extent required to provide those online services to Cannizzaro Physical Therapy. I may also opt out of receiving any future marketing or other notices from Cannizzaro Physical Therapy by contacting Lena Cannizzaro Goglia at lena@pelvichealthvermont.com;
3. I understand that participation in Pilates and other exercise activities is physical, and due to the health of each individual, that the risk and impact of Pilates, exercise and physical activity is unique to each individual, but can include serious physical injury and/or death, so I understand and agree that I should (and accept full responsibility if I fail to) consult with my physician or other health care provider(s) before beginning Pilates, exercise(s), or performing Pilates and/or exercise(s) after the occurrence of an injury or onset of an illness or condition (including but not limited to, anemia, asthma, cardiac disease, epilepsy, heart attack, pregnancy, and vertigo);
4. I accept and assume full and complete responsibility for and irrevocably waive any and all claims in connection with any risk, accident, death, injury or damage to myself or others, including but not limited to my property or others’ property, occurring during, after, or directly or indirectly in connection with my access to and/or use of the Online Videos and Classes. I therefore assume all risks associated with my access to and use of the Online Videos and Classes and my participation in activities demonstrated therein, even if they arise from the negligence of Cannizzaro Physical Therapy or any third party, and further acknowledge and accept that my use of the Online Videos and Classes may involve inherent risks, which I voluntarily and knowingly assume;
5. I will comply with all applicable laws, rules and regulations of Cannizzaro Physical Therapy during my access to and use of the Online Videos and Classes and while participating in activities demonstrated therein; and
6. I HEREBY RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Cannizzaro Physical Therapy and its owners, officers, members, affiliates, agents and/or employees (collectively, the “Releasees”), from and against any and all liabilities, claims, demands, damages, rights of action, suits or causes of action, resulting from or arising out of or in

connection with my access to, use of, or participation in activities demonstrated in the Online Videos and Online Classes, whether arising from the negligence of the Releasees or otherwise, expressly including all damage that I cause to myself, others, and any physical property, regardless of who owns such property.

I HAVE READ THIS WAIVER AND LIABILITY RELEASE, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT BY CANNIZZARO PHYSICAL THERAPY, ANY OF ITS AGENTS OR EMPLOYEES, OR BY ANY OTHER PARTY OR INDIVIDUAL.

Participant's Signature

Date Signed

AGE CERTIFICATION:

_____ By initialing or clicking here, I hereby certify that, as of the date shown above, I am over the age of eighteen (18) years old.

FOR PARTICIPANTS UNDER AGE 18:

This is to certify that I, as the parent/legal guardian for the participant named above, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child or guardian accessing, viewing, using, downloading and/or participating in Online Videos and Classes as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES.

Parent/Guardian's Signature

Emergency Phone #

Date Signed