



MELANIE BYFORD-YOUNG EDUCATION

Melanie Byford-Young Education LLC (MBY Edu) Medical Waiver

The instructors at Melanie Byford-Young Education LLC (MBY Edu) are trained in a variety of exercise systems and specialties and can develop a STOTT PILATES, Therapeutic Exercise, Somatics, Fascial Movement Exercise, or other program (“hereinafter Pilates, Therapeutic Exercise, or other Programs”) for you.

The Pilates, Therapeutic Exercise or other Programs of exercise may or may not be beneficial to you. It is advised that you first consult with your physician or health care provider about any injuries or existing medical conditions, past or present, before participating in any of our programs. The information and suggestions provided during a MBY Edu consultation or session is not intended or implied to be a substitute for professional medical advice, diagnosis or treatment.

The information and suggestions provided during a MBY Edu consultation or session is not intended or implied to be a substitute for professional medical advice, diagnosis or treatment. Movement Professionals, Movement Instructors and Health Care providers will use any suggested exercises, techniques and information within their scope of practice.

PLEASE READ CAREFULLY! THIS IS A RELEASE AND WAIVER OF CERTAIN LEGAL RIGHTS.

Participant understands that Pilates, Therapeutic Exercise or other Programs involve physical exertion, are strenuous, and that injuries may occur when participating in such activities. Participant accepts and assumes the risks associated with Pilates, Therapeutic Exercise or other Programs, including, but not limited to, equipment malfunction or failure, overexertion, inability to perform suggested exercises or maneuvers, physical or mental conditions that impede the ability to properly perform suggested exercises or maneuvers, failure to properly operate equipment, and failure to follow instructions. Participant hereby freely and expressly assumes all risk of property damage, injury, and death associated with Pilates, Therapeutic Exercise, or other Programs.

Participant understands that it is his/her responsibility to consult with a physician prior to and regarding participation in Pilates, Therapeutic Exercise, or other Programs. Participant represents and warrants that he/she has no physical or mental condition that would prevent full participation in Pilates, Therapeutic Exercise, or other Programs. Participant agrees to inform his/her instructor immediately of any physical or mental condition that would prevent his/her full participation in Pilates, Therapeutic Exercise, or other Programs. Participant agrees to discontinue any suggested Pilates or Therapeutic

Exercises that are painful or may be related to worsening symptoms, and will immediately consult with a medical or health care provider.

In consideration for participation, receiving instruction in a private or semi-private or group lessons, workshops or certification programs and using the equipment, props and facilities, Participant hereby agrees to release, hold harmless, and indemnify Melanie Byford-Young Education, its owners, partners, employees, independent contractors, directors, officers, agents, instructors, licensees and affiliates MBY Edu from any and all claims by or on behalf of Participant against MBY Edu arising directly or indirectly out of Participant's participation in Pilates, Therapeutic Exercise, or other Programs, use of any MBY Edu equipment or facilities. This release includes claims and liabilities arising from any cause whatsoever, including, but not limited to, negligence on the part of MBY Edu. This release is binding upon Participant, and Participant's heirs, assigns, and legal representatives.

If signing on behalf of a minor Participant, Parent/Guardian accepts full responsibility for any medical expenses incurred due to the minor's participation in Pilates, Therapeutic Exercise, or other Programs and agrees to release, hold harmless, and indemnify (including costs and attorney's fees) MBY Edu or any claims brought by or on behalf of the minor.

Video or Audio Recording

Audio or video recordings of sessions taught by MBY Edu are strictly for personal review, and may not be distributed, used in whole or part for any other purpose. This policy is to help avoid any infringement on intellectual property, or misuse of the recorded material.

I have read the above release and waiver of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above.

Name

Signature

Date