



MINDFUL  
KINECTIONS  
FITNESS STUDIO

**MINDFUL KINECTIONS LLC PARTICIPATION AGREEMENT,  
RELEASE OF LIABILITY, WAIVER, AND ASSUMPTION OF RISK**

*\*\*Please complete all fields in legible writing. Initial each page where indicated and sign page 4.\*\**

**Today's Date:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Participant Information:** *(If a minor, list the parent/legal guardian's email/phone number.)*

Full Legal Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Street Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Phone Number: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**Emergency Contact Information:**

Emergency Contact #1:

Full Name: \_\_\_\_\_ Phone Number: (\_\_\_\_\_) \_\_\_\_\_  
Street Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Relationship: \_\_\_\_\_

Emergency Contact #2:

Full Name: \_\_\_\_\_ Phone Number: (\_\_\_\_\_) \_\_\_\_\_  
Street Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Relationship: \_\_\_\_\_

1. Acknowledgement of Risk. I, the participant named above and undersigned below, hereby acknowledge that I have voluntarily chosen to participate in fitness classes and/or private sessions, workshops, or events offered by Mindful Kinections LLC, be it in-studio (located at 22 South Street, Suite 205, Hopkinton, MA 01748), outdoors, offsite, or virtual/online. I understand that participation in any related fitness activities requires physical activity, including the use of specialized equipment, and carries inherent risks of injury, including but not limited to muscle strain, sprains, falls, bone fractures, and in rare cases, serious injury and death. I affirm that I understand the associated risks and freely accept and fully assume all risks, both known and unknown, associated with my participation.

2. Health Declaration. I represent and warrant that I am in good mental and physical health and have consulted with my physician and I am mentally and physically capable of participating in fitness activities. I affirm that:

- I do not have any medical condition, illness, or injury that would prevent my safe participation.
- I will notify and inform my instructor of any pre-existing conditions, limitations, or injuries prior to participating in any session.

Initials \_\_\_\_\_

- I will immediately stop and inform the instructor if I experience discomfort, pain, or other concerning symptoms during any fitness session.
- In the event that I am pregnant or become pregnant, post-natal, or post-surgical, I verify that I have my physician's approval to participate. I understand that I may be asked to provide proof of clearance in these circumstances, upon request of Mindful Kinections LLC or their instructors.

3. No Medical Services; Not a Substitute for Medical Care. I, the participant, acknowledge that all services, including private training sessions and wellness workshops, provided by Mindful Kinections LLC, its officers, directors, managers, members, employees, contractors, agents and representatives, are for general fitness, wellness, and educational purposes only and are not intended to diagnose, treat, cure, or prevent any medical condition. I, the participant, agree that such services are not a substitute for professional medical advice, diagnosis, or treatment from a licensed healthcare provider. Mindful Kinections LLC, its officers, directors, managers, members, employees, contractors, agents and representatives may hold a license(s) as medical/healthcare providers but they do not provide physical therapy, rehabilitation, or any other healthcare services, and any information or instruction provided shall not be construed as medical advice. I understand that the services I am receiving are provided in a wellness capacity only and not a clinical capacity. I, the participant, assume full responsibility for consulting a qualified healthcare provider regarding any medical condition, concern, or question prior to and during participation in any services at Mindful Kinections LLC. I will not disregard or delay seeking professional medical advice because of information or services provided at Mindful Kinections LLC by any of its officers, directors, managers, members, employees, contractors, agents and representatives.

4. Health and Safety Compliance. I have read and understand the policies that are available online and in the studio. I agree to follow all safety instruction, guidelines, policies and protocols as communicated by Mindful Kinections LLC and their instructors. I understand that failure to comply with these guidelines may result in removal from class or the premises.

5. Consent to Use of Equipment. I understand that fitness sessions may involve the use of specialized equipment, including, but not limited to, Pilates chairs, weights, gliders, resistance bands, and stability balls. I agree to:

- Follow all instructions provided by the instructor.
- Use the equipment only as directed and with proper care.
- Inform the instructor if I am unsure about proper equipment use.

Personal mats, bands, blocks, and yoga straps are permitted for personal use. I understand that in the event that I choose to bring in my personal mat, bands, blocks, or yoga straps that they are for my personal use only and that I assume all risk associated with using non-facility equipment. I agree to follow all hygiene protocols and sanitize my personal equipment.

6. Personal Property Loss or Damage. I understand and agree that Mindful Kinections LLC is not responsible for the loss, theft, or damage of any personal belongings or property brought onto the premises. I agree that I am solely responsible for the security and safekeeping of my personal items and that I bring them at my own risk.

7. Cancellation Policy. Mindful Kinections LLC requires 24-hour notice of cancellation for all private sessions and 6 hours for all group classes. Any client who cancels outside of the designated timeframe will forfeit reserved pass and will be automatically charged a fee of \$10. Any client

who fails to cancel and no-shows will forfeit their reserved pass and will be automatically charged a fee of \$20. These policies apply to all classes, regardless of the circumstance, to include any class you may be "waitlisted" for. There will be no exceptions. I will abide by the cancellation/no-show policy and assume full responsibility and subsequent charges if not followed.

8. Photography and Media. I hereby grant permission to Mindful Kinections LLC to photograph, videotape, and/or record me during any fitness class, session, workshop or event. I understand and agree that Mindful Kinections LLC may use these photographs, videos, and/or recordings for promotional and marketing purposes, including but not limited to, use on their website, social media platforms, digital advertising and other forms of public communication. I acknowledge that:

- These materials may be edited, copied, exhibited, published or distributed without notice to me.
- I waive any right to inspect or approve the final products wherein my likeness appears.
- I will not receive any compensation for the use of my image, likeness, or voice.

9. Consent to Communication and Electronic Messaging. By signing this agreement, I expressly consent to receive operational, marketing, and promotional communications from Mindful Kinections LLC via email, SMS/text message, or telephone at the contact information provided above. This includes, but is not limited to, appointment reminders, class cancellations, check-ins, studio updates, special offers, and marketing materials. I understand that text messaging rates may apply, and I am not required to consent as a condition of purchase. I may revoke this consent at any time by replying "STOP" to a text or updating my preferences in writing. No personal or mobile information will be shared with third parties/affiliates for marketing/promotional purposes.

10. COVID-19 and Infectious Diseases. I acknowledge that my participation in any activities at Mindful Kinections LLC includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. I knowingly and freely assume all such risks, both known and unknown.

11. Medical Authorization. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me, as deemed appropriate by Mindful Kinections LLC or their instructors. This release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency. I agree to assume all related costs as relates to the medical treatment and transportation.

12. Minors. If participant, listed above, is a minor, I affirm that I, the undersigned, am the parent or legal guardian and have the legal authority to consent to participation and agree to all of the terms and conditions stated in this document on the child's behalf. I, furthermore, understand that I must be present on premises while my child is participating in any class, session, event or workshop offered by Mindful Kinections LLC.

13. Release of Liability. I, for myself and my heirs, assigns, personal representatives, and next of kin, expressly waive and release any and all claims, now known or hereafter known, against Mindful Kinections LLC and its successors, assigns, employees, contractors, officers, directors, agents, affiliates, subsidiaries, and parent company, each and all of them (collectively, the "Releasees"), on account of personal injury or property damage arising out of or relating to my participation in fitness classes and related activities. I will not make or bring any such claim against any Releasee, and forever release and discharge all Releasees from any and all liability under such claims.

14. Miscellaneous. All matters arising out of or relating to this waiver and release will be governed by and construed in accordance with the laws of the State of the Studio's address as listed above (the "State"), without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this waiver and release may be brought only in the federal and state courts located in the city and State of the Studio's address as listed above, and I consent to the exclusive jurisdiction of such courts. I understand that this waiver and release is intended to be as broad and inclusive as permitted by law and that if any portion hereof is held invalid, I agree that the remainder will continue in full legal force and effect. I further agree that if this waiver and release is not valid as such in the State, then it will be construed as a covenant not to sue.

\*\*\*

I acknowledge that at the time of signing this form, I am over the age of 18 and am not a minor, and that I am of sound mind and capable of making independent decisions for myself or minor/child. Should this waiver be signed electronically, I consent to the use of electronic records and signatures as legally binding, equivalent to a handwritten signature.

**I HAVE READ THIS WAIVER AND RELEASE AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER AND RELEASE VOLUNTARILY.**

Participant or Parent (if participant is a minor) Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Initials \_\_\_\_\_