

Welcome to 2nd Story Pilates + Yoga!

As we reopen our doors to serve our clients, your safety, health, and wellbeing are at the forefront of our planning and opening strategies. Although there are no guarantees of safety in any environment, we will strive to provide the cleanest, healthiest environment we can within the confines of a boutique fitness studio. As such, we will be making a number of changes to our operational procedures. Some of these will be permanent and some will be temporary. We will adjust as necessary as we traverse the unknown over the coming months. Please read the details below and sign to affirm that you agree to abide by all policies and procedures set forth each time you visit the studio. We kindly ask that you please follow all of these guidelines and do not ask us to make exceptions to our policies, especially waivers of Late Cancel/No Show Fees. These policies are implemented for the safety, well-being, and harmony of our entire community.

As we are entering Holiday season we ask you to be extra mindful and careful about coming to the studio if you have traveled out of state and make sure that you properly follow state protocols before coming to 2nd Story. As stated by Governor Cuomo: "Travelers Must Get Tested Within Three Days Prior to Landing in New York, Quarantine for at Least Three Days Upon Arrival, and Get a Test on Day Four of Arrival. If Travelers Receive a Negative Test On Day Four of Quarantine They May Exit Quarantine When They Receive Negative Result." Please read further about protocols here:

<https://www.governor.ny.gov/news/governor-cuomo-announces-new-guidelines-allowing-out-state-travelers-test-out-mandatory-14-day>

PROCEDURES FOR ATTENDING 2nd Story Pilates + Yoga:

I understand that to participate in classes at 2nd Story Pilates + Yoga that I may be subject to the following to be allowed into the facility and to practice in the studio space, receive services, or purchase inventory items:

- A staff member might take my temperature
- A staff member asking if I've knowingly been exposed to Covid-19
- A staff member asking if I've traveled out of New York state in the past 30 days
- Social distancing upon entering the studio, using designated markers to ensure I am 6 feet away from others
- Wearing a facial covering to protect others upon arrival as advised by state order
- Proper hand washing hygiene and use of hand sanitizer as needed
- Covering of coughing and or sneezing
- Not being of ill health or currently sick
- Being asked to leave if I have a fever, have been exposed to Covid-19, or have recently traveled to an area that has considerable community spread.
- Adhering to state mandate if deemed high risk by state, federal and CDC guidelines

COVID Symptoms include but are not limited to:

Dry Cough
Fever
Fatigue
Difficulty Breathing

I agree to the following:

- I understand the above symptoms and affirm that I, as well as all household members, do not currently have, nor have experienced the symptoms listed above WITHIN THE LAST 14 DAYS.
- I affirm that I, as well as all household members, have not been diagnosed with COVID-19 WITHIN THE PAST 30 DAYS.
- I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 WITHIN THE PAST 30 DAYS.
- I affirm that I, as well as all household members, have not traveled outside of the State or Country in the past 30 days. If you have traveled outside of the state or country to any city that is considered to be a “hot spot” for COVID-19 infections we ask that you do not come to the studio for two weeks and take a test before you come. If you have traveled outside of the state to a city that is low risk we ask that you please quarantine for 3 days (as suggested by New York State) and get tested before coming to the studio. Please check: <https://coronavirus.health.ny.gov/covid-19-travel-advisory>
- If I have traveled out of State for more than 24hrs I will follow travel protocols as stated by Governor Cuomo: "Travelers Must Get Tested Within Three Days Prior to Landing in New York, Quarantine for at Least Three Days Upon Arrival, and Get a Test on Day Four of Arrival. If Travelers Receive a Negative Test On Day Four of Quarantine They May Exit Quarantine When They Receive Negative Result." Please read further about protocols here:
<https://www.governor.ny.gov/news/governor-cuomo-announces-new-guidelines-allowing-out-state-travelers-test-out-mandatory-14-day>
- I understand that 2nd Story Pilates + Yoga cannot be held liable for any exposure to the COVID-19 virus caused by misinformation on this form or the health history provided by each client.

RELEASE OF LIABILITY

In consideration of and as an express condition to my participation in any Activity with 2nd Story Pilates + Yoga, now and in the future, I represent and agree as follows:

I understand that the risk that I may become exposed to or infected by COVID-19 is my sole responsibility and 2nd Story Pilates + Yoga waives all liability as aforementioned best practices will be followed. I release all liability from 2nd Story Pilates + Yoga from the actions, omissions, or negligence of myself and others, including, but not limited to, 2nd Story Pilates + Yoga contractors, volunteers, and participants and their families. I voluntarily agree to assume

all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at the studio or participation in 2nd Story Pilates + Yoga and/or services. I hereby release liability and hold harmless 2nd Story Pilates + Yoga , its contractors, agents, and representatives from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of 2nd Story Pilates + Yoga , its contractors, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any 2nd Story Pilates + Yoga activity or admittance into the facility. I understand my responsibility in staying home when ill, informing 2nd Story Pilates + Yoga of an expected or confirmed case of COVID-19 exposure, maintaining proper hygiene, and following the proper social distancing procedures when participating or attending 2nd Story Pilates + Yoga classes and services.

I do not suffer from any medical condition which would limit my participation in the classes, programs or workshops ("Activities") offered by 2nd Story Pilates + Yoga. I understand and voluntarily assume complete responsibility for all risks, injuries and/or damages which may occur in connection with my participation in the Activities, which include but are not limited to, personal injury, bodily injury, disease, disability, death, humiliation, any other direct loss or consequential loss of any kind arising in connection with my participation in the Activities ("Risks"). If I am pregnant, I will not participate in the Activities until I have discussed the potential risks with my obstetrician. I agree to follow my obstetrician's recommendation and on behalf of myself, my heirs, my spouse or any other interested party agree to indemnify and hold 2nd Story Pilates + Yoga, its owners, officers, affiliates, and instructors (collectively the "Indemnified Group") harmless for any possible injury to myself or unborn child.

In consideration of my use of the exercise equipment and facilities provided by the company, expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the company and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the company.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge the company, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold the company harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

I agree to be solely responsible for my safety and well-being.

I agree to comply with all rules imposed by the company regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that the company is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

I have read the above policies and agree to its terms as it applies to my services provided by 2nd Story Pilates & Yoga. By signing this document, I attest, contract, acknowledge, and agree that I am legally bound by its content.

Client(s) Signature(s): _____

Client(s) Name(s) (PLEASE PRINT): _____

Date: ____/____/____