



## SERVICE AGREEMENT

### Welcome!

The following Service Agreement (the “**Agreement**”) will clearly communicate our expectations in working together. If you have any questions, please raise questions before signing to make sure we are all on the same page moving forward.

In exchange for agreeing to work together with Barker Pilates, you agree to be bound by the following conditions.

### Contractual Terms

1. **Parties.** This Agreement is made between Barker Pilates, LLC, a Limited Liability Company operating in the State of Oklahoma (“**Barker Pilates**,” “**we**,” “**us**,” and “**our**”) and you, the undersigned (electronically or by hand) or person who has clicked “I Agree” (or something similar) to this Agreement (“**you**” and “**your**”).
2. **Our Commitment to You.** We promise to provide you with Corrective Exercise Pilates Services, as outlined in Schedule “A” Services (the “**Services**”). In order to provide the best possible experience, we will also do the following:
  - 2.1. It is our goal to help you achieve and exceed your personal wellness goals. With this in mind, we will strive to provide you with the highest quality Corrective Exercise Pilates Services to exceed your expectations.
  - 2.2. Our one-on-one programs will be customized to your unique individual needs, goals and abilities, while group programs will take into consideration the current level and general fitness profiles of registered participants.
  - 2.3. Communication is important to us, so we will do our best to clearly communicate with you about any preparation instructions, follow-up information or scheduling details related to your Services.
  - 2.4. You will be heard, make connections between mind and body and grow.
  - 2.5. With our Corrective Exercise Pilates, you will learn functional movement patterns that enhance an active lifestyle.
3. **Qualifications.** We hold the following professional qualifications and certifications: National Certified Pilates Teacher (NCPT), Pregnancy/Postpartum Corrective Exercise Specialist (PCES), National Academy of Sports Medicine (NASM) as Personal Trainer (CPT), Group Fitness Instructor (GFI), Nutrition Coach (CNC), and Stretching & Flexibility Coach (SFC), Barre Above, & 500-hr comprehensive contemporary training; currently in classical master training.
4. **Scope of Practice.** The scope of our practice is as follows:
  - 4.1. Here is what we will be doing together: Health Coaching and using Pilates, Personal Training, or Barre and will stretch and work out my clients.
  - 4.2. Here is what we will not be doing together: I do not offer medical advice, treat any injuries or act as a dietician.



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5. **What We Expect of You.** Just as you are investing in us, we are also investing time and energy in you. For you to gain the most from the Services, here is what we expect of you:
  - 5.1. **Respect.** We expect you to show kindness and respect to all staff, other participants, and everyone you interact with at Barker Pilates.
  - 5.2. **Time Integrity.** We expect you to commit to your personal wellness by showing up on time to each scheduled session, ready to participate. We also expect you to honor the cancellation policy detailed in section 6 below.
  - 5.3. **Ownership.** You are responsible for your own physical, mental and emotional well-being and actions during the course of the Services.
  - 5.4. **Commitment.** We expect you to be committed to the Services and your practice and that you will do things, including assigned homework, to help you improve your own body.
  - 5.5. **Communication.** We expect you to be upfront and honest about how your body works, what pains you have and your medical history. We can't help if we don't know what you are experiencing!
  - 5.6. **Payment.** All payment is due upfront.
  - 5.7. **Attitude.** Bring your positive attitude, and if you are allergic to cats - take your allergy meds.
6. **Term and Termination.** The term of this Agreement will begin on the date of execution by both parties and will continue for the duration of the Services as agreed upon between you and Barker Pilates (the "Term").
  - 6.1. The Agreement may be terminated by either party at any time by providing 14 days advance written notice to the other party via email. However, if you terminate the Agreement before the Term is complete, you will be obligated to make all payments as outlined in Schedule "A" Services.
7. **Payment.** Payment details and cost for the Services are outlined in Schedule "A" Services.
  - 7.1. **Payment Method on File.** You may elect to keep a credit card or other method on file with us. By placing a card on file, the cardholder and account holder give permission to Barker Pilates' staff to charge the card for any session, auto-debit membership and/or cancellation fees (if applicable) accrued in accordance with the cancellation policy detailed below.
  - 7.2. **Declined Charge.** In the event of a declined credit card/debit card when charging for monthly payments, your Services will be immediately suspended, pending you updating your payment information and paying the amount due in full.
8. **Fluctuation of Payments.** You understand that we reserve the right to change our prices and that in your acceptance of these new prices and continued payment, you continue to be bound to all the terms of this Agreement. We will always provide at least 30 days notice before raising any prices, and we will communicate with you to ensure you are aware of any changes.



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9. **Cancellations and Refunds.** Integrity and keeping your word are the cornerstones of all success. With that in mind, this is how we've drafted our cancellation and refund policy:
- 9.1. Refunds.** All sales are final. Services are non-refundable.
- 9.2. Cancellation & Reschedule Policy.** Please give 24 hours' notice if you have to cancel or reschedule, provided it is in the timeframe of this Agreement. If you give less than 24 hours' notice, your session will not be rescheduled.
10. **No Guarantees.** Barker Pilates cannot guarantee the success of, or any particular outcome from the Services. We promise to provide you with the opportunity and Services to support you and see you grow, but the success of the Services ultimately depends on you.
11. **Ownership of Materials.** All the content that we have provided to you, including but not limited to videos, documents and PDFs, is for your use only and is not to be re-distributed or re-used.
12. **Substitute Services.** Barker Pilates has the right to substitute services. This means that if we ever need to switch to online services or asynchronous virtual offerings due to circumstances beyond our control, we have the right to such a substitution for in-person classes.
13. **Legal Fees.** You will be responsible for any and all legal fees incurred by Barker Pilates regarding any potential chargeback issues (for example, if you want to issue a chargeback or contest a payment).
14. **Waiver.** Before the Services can begin, you must sign our Waiver Agreement form. Please read it and make sure you understand it. You need to sign, or otherwise agree to, that form as well as this Agreement so that we can be absolutely sure you understand and agree to it.
15. **Force Majeure.** Barker Pilates will not be liable for any failure or delay regarding the Services if such failure or delay is: beyond the reasonable control of Barker Pilates, could not have been reasonably foreseen or provided against, or due to events such as a pandemic, natural disaster, or other Act of God. In such an event, you will not be entitled to any refunds or recovery.
16. **Standard Legal Things. Choice of Laws and Venue.** This Agreement will be governed exclusively by the laws of the State of Oklahoma. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Oklahoma. **Severability.** If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and replaces any prior agreements. **Waiver of Breach.** The waiver by Barker Pilates of any breach by you of any provision of this Agreement will not be taken to be a waiver of any further breaches by you. **Counterparts.** This Agreement may be signed by any number of counterparts, each of which is an original, and all of which taken together constitute one single document. **Online Agreement.** We agree that this Agreement may be signed electronically or agreed to by having You click "I Agree,"(or something similar) the effect of which will be the same as if we signed this Agreement by hand and the intention of which is that both parties desire to be bound by all the terms of this Agreement.

Made it. Excited to do great things!



LAUREN BARKER

*Pilates*

**AGREED and ACCEPTED**

\_\_\_\_\_  
Signature

Barker Pilates, LLC  
Per: Lauren Barker, Owner

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_



## SCHEDULE "A" SERVICES

### Corrective Exercise Pilates

<b>Cost</b>	USD [\$Cost of Services] _____
<b>Duration</b>	[Length of Services] _____
<b>Payment</b>	Payments are expected in advance. _____



### MEDIA CONSENT/WAIVER

I do hereby authorize Barker Pilates, LLC, to copyright, publish and use (in all forms and media, and all manners for advertising, trade, promotion, exhibition, or any other lawful purpose whatsoever) still, single, multiple or moving photographic or video portraits of me and/or my dependent in which we may be included in whole or in part, or composite or distorted in character or form, in conjunction with our own or a fictitious name, or reproductions thereof in color or otherwise for other derivative works made through any medium.

I do hereby waive any right I have to inspect and/or approve the finished product or advertising copy that may be used in connection therewith, or the use to which it may be applied. I release Barker Pilates, LLC, and any other related representatives from any liability whatsoever arising, or alleged to arise, by virtue of any form of aural, optical, compositional, or composite distortion that may occur while taking, processing, composing, editing, reproducing, publishing or displaying said media. I further grant Barker Pilates, LLC, the sole rights to any information or messaging contained in the said media.

I am the person named below and have legal authority to execute the above release. I approve the foregoing and waive any rights in the premises.

I am 18 years of age or older.

PARTICIPANT:

AGENT OF PARTICIPANT:  
(Guardian or Parent of Minor Participant)

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS AND PRIVACY POLICY

### Welcome!

The material appearing on this website <https://www.barkerpilates.com> (this “**Site**”), is provided as information about Barker Pilates’ business, community, people, and as a platform for online connection. The owner of this Site, Barker Pilates and its directors, agents, employees and affiliates assume no responsibility or liability for any consequence resulting directly or indirectly from any action or inaction you take based on the information found on the Site or material linked to this Site.

Any information on this Site is provided for promotional or informational purposes only and is not to be relied upon as a professional opinion. By using this Site, you accept and agree that following and using any information or recommendation provided on this Site is at your own risk.

### TERMS AND CONDITIONS

Please read the following carefully! Your access to and use of this Site is subject to legally binding terms and conditions which you accept and agree to by accessing this Site.

The following terms and conditions (“**Terms and Conditions**”) form a binding agreement (this “**Agreement**”) between you and Barker Pilates, LLC , a Limited Liability Company operating out of the State of Oklahoma (“**Barker Pilates**”). Barker Pilates may modify, amend, supplement and replace these Terms and Conditions at any time without providing you with advance notice. Your continued use of this Site after any change means you have accepted the changed Terms and Conditions.

1. **Copyright.** All materials created by Barker Pilates on the Site are protected by United States copyright laws as original works. The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to Barker Pilates.
2. **Links to Third Party Websites.** This Site may contain links to third party websites. All such linked sites, materials and pages are not under the control of Barker Pilates and Barker Pilates is not responsible for the content contained in any linked website nor for any losses or damages you may incur as a result of the use of any third party website. Barker Pilates accepts no liability for any errors or omissions contained in third party websites. These links are provided to improve your use of this Site, enable you to connect with Barker Pilates on various platforms, help Barker Pilates offer the easiest services for you and conduct transactions.
3. **Use License.** If Barker Pilates has materials on the Site that you can download, permission is granted to download copies of the materials for personal, non-commercial viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
  - 3.1. modify or copy the materials;
  - 3.2. use the materials for any commercial purpose or for any public display (commercial or non-commercial);
  - 3.3. transfer the materials to another person or “mirror” the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by Barker Pilates at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession, whether in electronic or printed format.

4. **Refunds.** Our refund policy for any of the services or products sold on the Site is as follows: All sales are final.
5. **Disclaimer.** Our goal is to share information in an informative, open, and honest way. That being said, any information and services provided on or through the Site are for informational and educational purposes only. What we share is the opinion and perspective of Barker Pilates. The information and education is not intended or implied to supplement or replace professional advice. Before taking any action, please make sure you consult with a professional.

6. **No Guarantees.** We make **no guarantees** about any particular results or benefits that you'll get from our Site, our products or services. We will do everything to give you the tools to succeed, but we make no guarantees. We cannot be any more clear about this: we make no promises regarding results and make no guarantees whatsoever.
7. **Site Terms of Use Modifications.** Barker Pilates may revise these Terms and Conditions for its Site at any time without notice. By continuing to use the Site after Barker Pilates modifies this Agreement, you are agreeing to be bound by the updated version of this Agreement.
8. **Limitation of Liability.** In no event shall Barker Pilates or its affiliates be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to view or use the materials or content on the Site, even if Barker Pilates has been notified orally or in writing of the possibility of such damage.
9. **Choice of Laws and Venue.** The parties agree to irrevocably submit all claims relating to Barker Pilates' Site to the exclusive jurisdiction of the courts of the State of Oklahoma without regard to its conflict of law provisions.
10. **Indemnity.** As a condition of your use of this Site, you indemnify Barker Pilates and its directors and affiliates from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting or arising from your use of this Site.
11. **Entire Agreement.** These Terms and Conditions and any other legal notices, policies and guidelines of Barker Pilates linked to these Terms and Conditions or contained on this Site constitute the entire agreement between you and Barker Pilates relating to your use of this Site and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter. This Agreement may not be amended or modified except by Barker Pilates. If, for any reason, a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, that portion or provision shall be enforced to the maximum extent permissible so as to effectuate the intent of the parties as reflected by that provision, and the remainder of these Terms and Conditions shall continue in full force and effect. Failure by Barker Pilates to enforce or exercise any provision of these Terms and Conditions shall not constitute a waiver of that right. Paragraph headings are for reference only.



## PRIVACY POLICY

Barker Pilates understands how important your privacy is. This privacy policy (the “**Privacy Policy**”) sets out the privacy policies and practices for Barker Pilates, LLC and its subsidiaries and affiliates (collectively, “**Barker Pilates**”) with respect to how Barker Pilates collects your personal information. It also describes how Barker Pilates maintains, uses, and discloses personal information. This Privacy Policy applies to information collected from you by Barker Pilates via the Site. This Privacy Policy also sets out how you can access certain information that Barker Pilates may collect about you.

In this Privacy Policy, personal information means information about an individual whose identity is apparent or can be reasonably ascertained from the information as further defined under applicable privacy laws (“**Personal Information**”).

Please note that the Site may contain links to other third-party websites that are not controlled or operated by Barker Pilates. All of these third parties are listed in section 4.4 of this Agreement. This Privacy Policy does not apply to such third-party websites, and Barker Pilates is not responsible for the content of such third-party websites or the privacy practices of such third parties. Barker Pilates encourages you to request and review the privacy policies of any third parties upon disclosing your Personal Information to such parties or when visiting such third-party websites.

- 1. Consent of Collection of Information.** By submitting Personal Information to Barker Pilates and its Site or any of its service providers, you agree and consent to the collection of your Personal Information and consent to the use, disclosure and transfer of your Personal Information in accordance with the provisions of this Privacy Policy. You may always refuse or withdraw your consent by contacting Barker Pilates at [Lauren@BarkerPilates.com](mailto:Lauren@BarkerPilates.com). You understand that if you withdraw your consent, Barker Pilates may not be able to continue to offer its services and provide its information to you.
- 2. Children Under 18.** The Site is not intended for children under eighteen (18) years of age. No one under age 18 may provide any Personal Information to or on the Site. Barker Pilates does not knowingly collect Personal Information from children under 18. If you are under 18, do not use or provide any information on the Site or through any of its features, register on the Site, make any purchases through the Site, use any of the interactive or public comment features of the Site, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If Barker Pilates learns we have collected or received Personal Information from a child under 18 without verification of parental consent, we will delete that information. If you believe Barker Pilates might have any information from or about a child under 18, please contact us at [Lauren@BarkerPilates.com](mailto:Lauren@BarkerPilates.com).
- 3. Revisions to this Privacy Policy.** Barker Pilates reserves the right, in Barker Pilates’ sole discretion, to change, modify, add or remove portions of this Privacy Policy at any time and from time to time, without prior notice to you. Barker Pilates will treat your continued use of the Site following such revision as your acceptance of the revised terms. All revisions will be posted to the Site and will apply to any Personal Information collected on or after the date posted. Barker Pilates will obtain the necessary consents required under applicable privacy laws if it seeks to collect, use or disclose your Personal Information for purposes other than those to which consent has been obtained, unless otherwise required or permitted by law.
- 4. What Personal Information does Barker Pilates collect and how is it processed?**
  - 1. What do we collect?** Barker Pilates may directly collect your name, address, phone number and email address. There may be other information you provide but that will not be collected by Barker Pilates and instead will be collected by the third parties Barker Pilates works with, as outlined in 4.4.
  - 2. Email.** We may send you a newsletter or other promotional materials through email. We will only contact you through our newsletter for promotional or informational purposes. Subscribing to our newsletters is optional and you will always be able to unsubscribe.
  - 3. Phone Number.** We may collect your phone number and we may contact you via phone to contact you or if we feel there is information that would be beneficial to share with you. In accordance with everything outlined in this Privacy Policy, if you do not want to be

reached by phone, you can ask us not to contact you via phone or you can choose not to share your phone number.

4. **Third Parties.** Barker Pilates may work with third party applications in order to provide you with the best services on the Site. These organizations may collect Personal Information from you in order to provide you with the services, including your name and contact information. Specifically, the third parties Barker Pilates may work with on the Site are listed below. We've included links to their privacy policies to ensure you are comfortable using them.

- 4.1. MailChimp: <https://www.intuit.com/privacy/statement/>,
- 4.2. Squarespace: <https://www.squarespace.com/privacy/>,
- 4.3. Amazon Web Services (AWS): <https://aws.amazon.com/privacy/>,
- 4.4. Stripe: <https://stripe.com/privacy>,
- 4.5. Facebook: <https://www.facebook.com/privacy/policy>,
- 4.6. Youtube: <https://policies.google.com/privacy?hl=en>,
- 4.7. Instagram: <https://privacycenter.instagram.com/policy>,
- 4.8. Zoom: <https://zoom.us/privacy>,
- 4.9. Google Drive: <https://policies.google.com/privacy?hl=en>,
- 4.10. Paypal: <https://www.paypal.com/va/webapps/mpp/ua/privacy-full>,
- 4.11. Venmo: <https://venmo.com/legal/us-privacy-policy/>,
- 4.12. Cash App: <https://cash.app/legal/us/en-us/privacy>

5. **How will Barker Pilates use your Personal Information?** Your Personal Information will be used to provide you with promotional and informative materials and offers and deliver the products and services you can purchase or subscribe to from the Site. Specifically:

- 5.1. Your credit card information will not be kept by Barker Pilates but instead by one of the third parties listed in section 4.4 above;
- 5.2. Your name and e-mail address are collected but will not actually be stored on the Site. Any information captured will be processed through third party websites in section 4.4 above;
- 5.3. Your phone number may be used to contact you via phone if there is information we would like to share that we feel would benefit you;
- 5.4. If you subscribe to our newsletter, your Personal Information will be used to send the newsletter to you;
- 5.5. If we send you the Newsletter for marketing purposes, we will send you emails about promotions, special events and other information. You can opt not to receive these emails from us by either clicking "unsubscribe" at the bottom of the email when you receive it or by sending an email that includes your email address and a request that you not receive our promotional emails;
- 5.6. We may use your Personal Information to respond when you submit a question or suggestion to us, or when you request assistance regarding a service or product you purchased.
- 5.7. We may share your information if we believe in good faith that disclosure of your information is required to protect your safety or the safety of others, to investigate a fraud, or to respond to a government, judicial or other legal request or to comply with the law;
- 5.8. We may also share certain aggregated, anonymized information with a third-party provider in order to assist us in improving the Site.

6. **Storing Your Personal Information.** Barker Pilates' web service may store your Personal Information when you interact with the Site. **Barker Pilates will be happy to delete any of your Personal Information that it holds upon a written request made by you.** Your Personal Information will be safely disposed of by Barker Pilates.

7. **Storing Your Phone Number.** Your phone number will be kept in the phone or contacts database of Barker Pilates and associates. Wherever it is stored, it will always be protected with a password and will never be shared with third parties without your permission.
8. **We Play by The Rules.** The Site and Barker Pilates abide by all relevant United States federal and State privacy laws in all aspects of our operations. This Privacy Policy is also compliant with GDPR and CCPA regulations. If you have any questions about our legal compliance, feel free to reach out to [Lauren@BarkerPilates.com](mailto:Lauren@BarkerPilates.com).
9. **Affiliate Relationships.** Please assume that, for every recommendation or link we provide, the following holds true: we have become aware of a product or service that we think may be of interest to people who visit our website. After we do our own research and decide this item is of value to ourselves, our community, or our clients, we choose to promote that item and are compensated when our readers click on the link or purchase the product or service. (That compensation comes from our affiliate, not you). Regardless of compensation, we only mention products and services that we believe in and feel would be a benefit to you.
10. **Do Not Track Signals.** Barker Pilates currently does not recognize or respond to browser-initiated Do Not Track (DNT) signals, as the Internet industry is currently still working on Do Not Track standards, and there is no accepted standard on how to respond to such signals.
11. **Analytics.** The Site keeps the following information from your visits to our webpage:
  - 11.1. Visitor information to improve our customer engagement which tells us where and when people visit the Site and how long they stay there; and
  - 11.2. IP information for website and server security.
12. **Cookies.** The Site uses 'cookies' to keep a record of the number of times you've visited the Site and how you interacted with the Site during each visit. In addition to this, the Site also uses cookies which are not absolutely essential for your use of the Site. Your continued use of the Site serves as consent for these cookies.
  - 12.1. A cookie is a small text file that gets sent by the servers of the Site to your hard drive and can only be read and interpreted by the Site's servers. No Personal Information is stored in the cookie and there is nothing on it that can identify you personally.
  - 12.2. Cookies have an important function in how you interact while visiting the Site, ensuring the usability of the Site's different features, helping the Site understand your preferences, and thus can improve your experience on the Site. If you do not want cookies from the Site, simply adjust the settings in your web browser to disable cookies. This may change the way you access the Site and may also render some of the Site's features unusable, but of course it is your choice to do so.
13. **Disclosure of Personal Information.** Barker Pilates will NEVER sell or license any Personal Information we collect from you. Barker Pilates is not liable for any disclosure of your Personal Information by any third party, particularly the ones outlined in section 4.4 above. By purchasing the services and products offered by Barker Pilates, you agree to be bound to and consent to the provisions of our third parties' privacy policies. In the event that Barker Pilates changes its practices, you will be notified and you will be able to opt out of Barker Pilates using your Personal Information by contacting us at [Lauren@BarkerPilates.com](mailto:Lauren@BarkerPilates.com).
14. **Choice of Laws and Venue.** This Privacy Policy and the use of the Site are governed by the laws of the United States and the State of Oklahoma. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Oklahoma. If a dispute arises, we agree to first resolve it through binding arbitration to take place in the State of Oklahoma.
15. **Your Consent.** By choosing to provide Barker Pilates with your Personal Information, you are consenting to its collection, use and disclosure in accordance with the principles outlined in this Privacy Policy. **If you are under the age of 18, you must not provide any Personal Information to us without the consent of your parent or guardian or as otherwise provided for by applicable law.**

- 16. Protecting Your Privacy.** Barker Pilates is committed to protecting your privacy. Security measures, such as using passwords on servers and computers, and locked cabinets where Personal Information is stored have been adopted to protect your Personal Information against loss or theft, unauthorized access, disclosure, copying, use or modification. Online transactions are completed using third party applications outlined in section 4.4 above. Please refer to the third parties' privacy policies, of which links have been provided above, for clarification on how your transaction and Personal Information will be handled. Barker Pilates makes no promises, warranties or representations about the manner in which your Personal Information is handled by third parties and bears no liability whatsoever for their use of them.
- 17. Verifying your Identity.** Barker Pilates will ask you to verify your identity when you contact us or submit a request regarding your Personal Information. Barker Pilates will ask you to provide sufficient information that allows us to reasonably verify that you are the person who we collected Personal Information about.
- 18. The Internet Can Be Unreliable.** The internet is, by its nature, inherently open and subject to the interception of information. We cannot guarantee that the information you provide to Barker Pilates over the internet or otherwise will not be intercepted by third parties while it is being communicated by means that are outside of Barker Pilates' control.
- 19. Verifying and Amending Your Personal Information.** Barker Pilates tries to ensure that all Personal Information about you that is in our possession is accurate, complete and up-to-date. Please contact us at [Lauren@BarkerPilates.com](mailto:Lauren@BarkerPilates.com) to advise us of any changes to your Personal Information. You may request access to the Personal Information held by Barker Pilates at any time or seek to make corrections to it.
- 20. Resolving your concerns.** If you have any questions or concerns about Barker Pilates' Personal Information collection, use and disclosure practices, please let us know at [Lauren@BarkerPilates.com](mailto:Lauren@BarkerPilates.com) and we will do our best to help you.



## WAIVER AND RELEASE OF LIABILITY

Welcome! Before participating in Barker Pilates' services, we need you to thoroughly read, understand, and agree to this Waiver and Release of Liability (the "**Waiver**"). The purpose of this Waiver is to clearly communicate some risks of participating with us, and to have you release Barker Pilates of any liability if you get injured or sick, if you have complications or side effects, if any of your things are lost, stolen or broken, or if anything else goes wrong. Please be aware that if you do not sign this Waiver and agree to its terms, you will not be permitted to participate in any services.

If you are a minor in the State of Oklahoma or in your place of residence, your legal guardian must also sign this Waiver on your behalf.

**PLEASE READ CAREFULLY TO MAKE SURE YOU UNDERSTAND THIS WAIVER. PLEASE ASK QUESTIONS IF ANYTHING IS UNCLEAR. WE ARE HERE TO SUPPORT YOU. BY SIGNING THIS YOU AGREE YOU ARE SIGNING AWAY YOUR LEGAL RIGHTS TO SUE, AND YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS WAIVER.**

1. **Parties.** We are Barker Pilates, LLC, a Limited Liability Company based in the State of Oklahoma. In this Waiver, we will refer to ourselves as "**Barker Pilates**," "**us**," "**we**," and "**our**." We'll refer to you, the undersigned (electronically or by hand), or the person who has clicked "I Agree" (or something similar) to this Waiver, as "**you**" or "**your**."
2. **The Activities.** As part of your services with Barker Pilates, you may participate, in person or online, in personal and encouraging fitness and exercise classes, sessions, events, workshops and more, all of which may involve but are not limited to the following ("**Activities**"):
  - 2.1. Flexibility training in the form of Pilates positions, body weight exercises, use of Pilates equipment for stretching and resistance exercises, strength exercises, mobility, range of motion exercises, breathing exercises, relaxation exercises, corrective exercises and health coaching.
  - 2.2. The Activities may involve physical contact in the form of adjustments from instructors, so please let us know in advance if you do not want adjustments.
  - 2.3. The Activities also apply to any classes made available for online streaming and participation, both live or recorded, or that take place outside of Barker Pilates' facilities, including outdoors. You agree that you are responsible for the safe facilitation of the Activities happening outside of our facilities.
3. **Equipment.** In the course of the Activities, you may use a variety of equipment, which could include but is not limited to: Pilates straps, mats, reformers, chairs, tower, rings, resistance bands, cadillacs, barrels, elastic bands, Gyrotonic pulley towers, Gyrotonic ladders, magic circles, Pilates springs, spinal correctors, orbit, oov, toe corrector, foot corrector, ped-o-pul, Pilates arc, stability and rotational discs, balance pads, dumbbells, foam rollers, TRX, bosu balls, gliders, and Pilates balls (the "**Equipment**"). Please do not use any equipment not instructed by Barker Pilates. You understand that we will do everything to reasonably maintain the equipment, it is possible that the equipment may break or fail and the risks of any such failure may result in the risks outlined below in section 4.
  - 3.1. Please note that we may add new and different Equipment in the future in providing the Activities which will be of a similar nature as the Equipment listed above. You accept the risk of any future and similar related Equipment you may use in the future to participate in the Activities.



L A U R E N B A R K E R

*Pilates*

4. **Inherent Risks.** You understand that participation in the Activities may pose inherent risks, some more serious than others. These risks can result in serious harm and injuries that could change your quality of life, your ability to earn an income and, in very rare and extreme circumstances, could even result in death.
  - 4.1. Risks of physical injury may include but are not limited to things like muscle tears, strains, and other musculoskeletal injuries, sprains, fractures, broken bones, cardiovascular complications, high blood pressure, dehydration, dizziness, fainting, head injuries, concussions or concussions syndromes and PTSD.
  - 4.2. There is also a risk of exposure to and contraction of COVID-19 or other communicable diseases passed on via other participants and the use of shared space, surfaces, or Equipment.
  - 4.3. If you choose to use the childminding service provided by Barker Pilates, you understand you do so at your own risk. We will employ responsible and qualified staff to look after your children during your session, but we are not a daycare and you release us of all liability which may arise from anything related to our childminding services.
    - 4.3.1. As well, due to allergies and sensitivities we ask you NOT to bring any foods into the studio under any circumstances.
    - 4.3.2. Please do not bring any sick children into the Childminding services for the health and betterment of our children and our community.
  - 4.4. As with any physical activity, there are additional risks for pregnant or post-natal women to the health of your fetus and your body, including but not limited to pregnancy loss, low birth weight, early delivery and postpartum complications.
  - 4.5. There are risks posed by participating in the Activities online, as there is no in-person supervision or space provided for you. You will therefore need to ensure the safety of the Activities, using your judgment on how to best practice them, not pushing yourself too far or attempting anything you feel unsure how to perform.
  - 4.6. If the Activities are being performed outdoors, such as tripping or collision with human or natural elements, sun exposure, dehydration, insects, exposure to infections, diseases, pollutants and other environmental factors. You understand and agree it is your responsibility to ensure a safe space and environment to perform the Activities.
  - 4.7. We would like to emphasize that your release of our liability is not limited in any way to these risks. The risks listed above are only examples. To be completely clear, you are agreeing not to sue us at all.
5. **Affirmation of Health.** By participating in any Activities with Barker Pilates, you affirm that you have sought medical advice regarding your fitness or are certain of your ability to engage in the Activities. **If you have any pre-existing medical conditions (e.g., asthma, diabetes, heart disease), physical injuries, weakness, or are pregnant, post-natal or post-surgery, you should consult with your doctor first before engaging in the Activities.** Please communicate and inform us IMMEDIATELY if at any point you do not feel well during the Activities.
6. **Voluntary Assumption of Risk.** You certify that you have read this Waiver and understand the risks of participating in the Activities with Barker Pilates. By signing this Waiver or clicking "I Agree" (or something similar), you are showing your voluntary engagement and assumption of the risks of the Activities.



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- 7. **Lost or Stolen Personal Items.** You agree that it is solely your responsibility to safeguard your personal items, and Barker Pilates is in no way responsible for any of your personal property that is damaged, lost, or stolen before, during, or after your participation in the Activities.
- 8. **Release, Waiver and Indemnity.** You hereby release, hold harmless, indemnify and waive any claims against Barker Pilates, LLC and its members, owners, directors, officers, contractors, employees, affiliates, volunteers, associates, landlords, agents, executors, administrators, successors, family members and assigns (the “**Released Parties**”) with respect to any and all liability and damages incurred during, or in any way associated with, your participation in the Activities with Barker Pilates, however caused, including as a result of the **Released Parties’ negligence**, including but not limited to damage to or loss of personal property, personal injuries, death, illness, or any cause of action related to premises liability. You are releasing the Released Parties at your own risk and you agree to forfeit any and all forms of legal recourse which may be available to you, including but not limited to any form of damages, as a result of your participation in the Activities. You agree that this provision applies to you, your family, heirs, executors or anyone else who may be able to bring a legal action on your behalf in the future.
- 9. **Continued Agreement.** Agreement to this Waiver will act as your continued agreement to all ensuing Activities and any further interactions with Barker Pilates, whether in person, online, or via video conferencing tool.
- 10. **General Legal Provisions. Choice of Laws and Venue.** This Waiver will be governed exclusively by the laws of the State of Oklahoma. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Oklahoma. **Severability.** If any terms or provisions of this Waiver are invalid or unenforceable, the other provisions in the Waiver will remain in full force and effect. **Entire Agreement.** This Waiver constitutes the entire agreement between the parties and replaces any prior agreements. **Online Agreement.** The parties agree that this Waiver may be signed electronically or agreed to by having you click “I Agree” (or something similar), the effect of which will be the same as signing by hand.

You agree that you have read this Waiver and fully understand its contents. You also agree to be bound to all of its terms.

Printed name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature of parent or guardian if the participant is a minor \_\_\_\_\_