

## WAIVER & RELEASE FORM

Because physical exercise can be strenuous and subject to risk of serious injury, we urge you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You agree that by participating in physical exercise or training activities, you do so entirely at your own risk. Any recommendation for changes in diet including the use of food supplements, weight reduction and/or body building enhancement products are entirely your responsibility and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness, or death. We are also not responsible for any loss of your personal property.

You acknowledge that you have carefully read this “waiver and release” and fully understand that it is a release of liability. You expressly agree to release and discharge the trainer or instructor from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the trainer or instructor for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

Signed: \_\_\_\_\_

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

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

# CONSENT AND LIABILITY WAIVER RELEASE FORM

I \_\_\_\_\_ (Parent or Guardian if client is under 18 years old) on behalf of \_\_\_\_\_ (minor or child under 18) of \_\_\_\_\_, (City) of \_\_\_\_\_ (State) hereby affirm that I am entering a course of instruction in physical fitness and performance training. By enrolling in this course I certify that I am cognizant of all of the inherent dangers of physical fitness and therapy, and the basic safety rules for activities connected herewith.

I understand and agree that neither the class nor its owners, operators, agents, or instructors, including but not limited to \_\_\_\_\_ and/or \_\_\_\_\_, may be held liable in any way for any occurrence in connection with my physical fitness and performance, which may result in injury, death, or damages to me or my family, heirs, or assignees. I further acknowledge and forever release \_\_\_\_\_ and/or \_\_\_\_\_ in connection directly or indirectly with my physical fitness, training and therapy as result of \_\_\_\_\_ and/or \_\_\_\_\_ own negligence, which may result in injury, death or damages to me or my family, heirs, or assignees.

In consideration of being allowed to enroll in this course I hereby personally assume all risks connected with the course, and I further release the instructors, program, agents, and operators, including but not limited to the persons mentioned for any injury or damage which may be incurred by me while I am enrolled in the fitness or performance course, including all risks connected therewith, whether foreseen or unforeseen; and further to save and hold harmless the program and persons from any claim by me, or my family, estate, heirs, or assignees, arising out of my enrollment and participation I this course.

I further state that I am of lawful age and legally competent to sign this aforementioned release; that I understand that the terms herein is contractual and not a mere recital; and that I have signed this document as my own free act.

I have fully informed myself of the contents of this aforementioned and release by reading it before I sign it, I have been advised to submit, at my own expense and time, to a medical examination to ensure myself, and assume my own responsibility of physical fitness and capability to perform under the normal conditions of the fitness and therapy program, and am physically fit as tested by a medical examination. I also understand that the owner reserves the right of membership.

IN WITNESS WHEREOF, I have executed this aforementioned and release at (location) \_\_\_\_\_ on (Date) \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Client