



WAIVER & RELEASE FORM

Because physical exercise can be strenuous and subject to risk of serious injury, Podium10 LLC urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any physical exercise activity. Further, you understand that 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 understand and agree that your participation in all the physical exercise activities recommended and/or coordinated by Podium10 LLC and its trainers or instructors is done so at your own risk.

Specific risks/hazards involved in physical training activity include but are not limited to:

1. Risks associated with moving around within a fitness center full of fitness equipment and other people also engaging in fitness activity.
2. Risks associated with exercise and/or physical activities that utilize body movements different from normal, everyday movements.
3. Risks associated with increased heart rate due to exercise.
4. Risks inherent to using a non-handicapped accessible space.

The likelihood of such injuries may be lessened by adhering to the following rules and procedures:

1. Wear appropriate active wear and footwear.
2. Use modified movements to prevent injury or discomfort as needed.
3. Follow directions of the trainer or instructor.
4. Report any hazardous situations to trainer or instructor immediately.
5. Stay in reserved space.
6. Report all incidents/accidents/medical assistance requests to the trainer or instructor.
7. The use of personal water and food is recommended to be used as necessary.

You agree to assume the risk that unexpected events may occur while engaging in the training activities of Podium10 LLC and its trainers or instructors. You agree to indemnify Podium10 LLC for any harm or damage associated with your participation in these physical training activities. 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. Podium10 LLC is also not responsible for any loss of your personal property.

You acknowledge that you have carefully read this “waiver & release form” and fully understand that it is a release of liability. You expressly agree to release and discharge Podium10 LLC 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 Podium10 LLC 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.

In this agreement, Podium10 LLC includes its trainers and instructors.

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

DATE: ____/____/____

PRINT NAME OR PARTICIPANT: _____

SIGNATURE OF PARTICIPANT: _____

SIGNATURE OF GUARDIAN IF UNDER 18: _____

IN CASE OF EMERGENCY CONTACT: _____

AT FOLLOWING NUMBER(S): _____