Elevate Personal Training & Wellness

Consent Release and Waiver of Liability

I hereby authorize and consent, as applicable, that any personal trainer, instructor or other provider employed by, or under contract with, Elevate Personal Training & Wellness Inc. or any of it’s Affiliates can determine and provide an appropriate exercise program for me.

I herby further acknowledge and agree that it is my responsibility to regularly consult with a physician prior to and regarding my ongoing participation in any Group Fitness Classes, Personal Training, Pilates or any other Health Program or Workshops conducted by Elevate Personal Training & Wellness, my personal use of Elevate Personal Training & Wellness gym, outdoor facilities or at any home fitness sessions (individually, a “program” collectively the “programs” and that I have received prior medical approval to participate in a Program.

I hereby further authorize and consent that, when applicable, during the performance of any Program that the Provider may physically touch me for the purpose of assessing my muscular and bodily reactions to specific exercises as well as to ensure that I am using proper technique and body alignment.

I hereby represent and warrant that: (i) I am physically fit; and (ii) I have no medical condition or injury that would prevent my full participation in the Programs. I further acknowledge and agree that it is my continuing responsibility to inform my Provider of any previous medical conditions, injuries or surgeries prior to my first class and at such other times as I acquire information as to same. I further acknowledge and agree that if any symptoms develop during my participation in any of the Programs, I will inform my Provider immediately (and my physician before continuing with any Program).

I hereby further consent to voluntarily engage in the prescribed plan of service provided by Elevate Personal Training & Wellness and understand that it is my complete right to decrease or stop exercise. I further undertand and agree that Elevate Personal Training & Wellness makes not guarantee of any results with respect to my treatment by Elevate and that I will not seek any refunds from Elevate as a consequence thereof.

I understand that there are inherent risks involved in the Programs, including, without limitation, the risk of serious physical injury and death and I fully assumer all risks associate with the Programs, including, without limitation, intensive physical activity and exertion, causation or aggravation of physical injury or medical condition, lack of warnings or inadequate warmings, lack of instructions, inadequate instructions, or my failure to follow instructions, slipping from slippery surfaces such as mats or floors, equipment failure, and the like. I am fully aware of and accept the risks and hazards involved, and agree to assume full responsibility for any risks, conditions, injuries or damages, known or unknown, which I might incur or aggravate as a result of my participation in the Programs.

I, for myself and my heirs, assigns, successors, executors, administrators, legal representatives, beneficiaries and assigns herby release Elevate, its Affiliates, Providers, members, officers, directors, agents, employees and assigns, (the “Released Parties”) from any claims, demands, cause of actions, fees and liabilities of any kind whatsoever (based upon any legal or equitable theory, whether contractual, common law, statutory or otherwise) whether known or unknown, which I ever had or may have against the Released Parties by reason of any act, omission, transaction, practice, conduct, or other matter occurring, arising out of, or relating in any way to my examination, evaluation, determination of any appropriate protocol of treatment and the provision of care and treatment to me by a Provider of my participation in any Program and I, for myself and my heirs, assigns, successors, executors, administrators, and legal representatives, covenant that I will not sue any one or more of the Released Parties for any cause or reason related to such claims.

I, for myself and my heirs, assigns, successors, executors, administrators and legal representatives herby agree that I will defend, indemnify and hold harmless Elevate Personal Training & Wellness, its Affiliates, Providers, officers, directors, agents and employees, from any and all claims, suits or demands by anyone arising out of, or relating in any way to in anyway to my examination, evaluation, determination of an appropriate protocol of treatment/therapy and the provision of care and treatment to me by a Provider or my participation in any Program.

Payment for all services is due at the time of service. In order to avoid being charged, please contact our office *at least 24 hours prior to you scheduled appointment*. If you must cancel within the 24-hour window, we ask you to reschedule within the same week to avoid a full-session fee charge. When purchasing a package our auto renewal payment option will be applied unless client opts out of this feature. Please do so my signing your initials here \_\_\_\_\_\_\_\_\_

I have read the above Consent, Release, Waiver of Liability, Cancellation Policy and No-Show Policy and I fully understand its contents and have had the opportunity to consult and attorney regarding its content. I voluntarily agree to the terms and conditions stated above.

Printed Name of above and date

Signature of Client or Legally Responsible Person and date