



## ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT: PERSONAL TRAINING

**DECLARATIONS:** This Agreement is entered into between personal trainer Leanna Grenier “L.G. Fitness” (“Trainer”) and the undersigned (“Client”). The provision of personal training services by Trainer to Client, and Client’s use of any premises, facilities or equipment are contingent upon this Agreement.

**ASSUMPTION OF RISK:** You agree that if you engage in any physical exercise or activity, including personal training, or enter our premises or use any facility or equipment on our premises for any purpose, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to you by Trainer or otherwise, including injuries or damages arising out of the negligence of Trainer, whether active or passive, or any of Trainer’s affiliates, employees, agents, representatives, successors, and assigns. These risks include, but are not limited to, minor injuries including bruises or strains, serious injuries including concussions or broken bones, and catastrophic risks up to and including death. To mitigate these risks, you agree to follow the rules of the facility and instructor(s), and take reasonable precautions when appropriate, and inform Trainer or associates of any condition that may endanger self or others.

You acknowledge that you have no health problems that preclude participation, or that you have obtained medical release from a doctor and have disclosed your health status to your Trainer to ensure Trainer is able to take appropriate measures. You affirm you are able to participate with reasonable safety in the activities involved. Should an emergency occur, you acknowledge that Trainer or other associates, employees, or emergency personnel may enact emergency response which may include first aid, CPR, AEDs, emergency transport, and sharing pertinent medical information with emergency personnel, and that you will be responsible for costs incurred.

Your assumption of risk includes, but is not limited to, your use of any exercise equipment (mechanical or otherwise), facility or other areas, bathrooms, locker rooms, sidewalks, parking lots, stairs, lobby or other general areas of any facilities, or any equipment.

You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities, martial arts, or any other sporting or recreational endeavor.

You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Trainer or otherwise.

**RELEASE:** You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Trainer (and Trainer’s affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Trainer, whether active or passive, or any of Trainer’s affiliates, employees, agents, representatives, successors, and assigns.

This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) ordinary negligence of the provider during instruction or supervision, including personal training, (d) negligent hiring or retention of

employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from personal training, including injuries resulting from Trainer's or anyone else's negligent inspection or maintenance of the facility or premises.

**INDEMNIFICATION:** By execution of this agreement, you hereby agree to indemnify and hold harmless Trainer from any loss, liability, damage, or cost Trainer may incur due to the provision of personal training by Trainer to you. You agree to hold trainer harmless of any legal costs, attorney, and court costs and indemnify against claims made by the participant, parent, or others arising from an injury of the participant, and defend against claims of co-participants, rescuers, and others arising from the conduct of the participant.

**ACKNOWLEDGMENTS:** You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of Washington and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

You acknowledge that Trainer offers a service to his/her clients encompassing the entire recreational and/or fitness spectrum. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk, and indemnity agreement.

You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against Trainer due to ordinary negligence and are voluntarily participating in the activities. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Sign Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name : \_\_\_\_\_ Phone Number: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Number: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_