

# **Xtreme Advantage**

## Personal Training & More, LLC

### **VIRTUAL TRAINING WAIVER & RELEASE FORM**

Because physical exercise can be strenuous and subject to risk of severe injury, Xtreme Advantage (XA) urges you to consult a physician before beginning this or any exercise and/or nutritional guidance program. You agree that by participating in this physical exercise and/or nutritional guidance program, you are in good physical condition and have no disability, impairment or ailment preventing you from engaging in active or passive exercise or anything that will be detrimental, harmful, or injurious to your health, safety, comfort, or physical condition if you do so engage or participate. You agree that by participating in this physical exercise and/or nutritional guidance program, you do so **entirely at your own risk.** This includes, without limitation, our instruction, training program, or dietary recommendations. You agree that you are voluntarily participating in this physical exercise and/or nutritional guidance program **and assume all risks of injury.** You expressly agree to release and discharge Xtreme Advantage, its Affiliates, Officers, Directors, Contractors, Employees, Agents, Assigns or Attorneys from all claims or causes of action. This waiver and release of liability includes, without limitation, all injuries to you which may occur because of any recommendations, **regardless of negligence.**

Nothing herein contained is to be construed as a representation of any kind as to the level of expertise of Xtreme Advantage, its Affiliates, Officers, Directors, Contractors, Employees, Agents, Assigns or Attorneys specifically disavows any existence of special certification or other credentials as personal trainers, medical experts, or any other type of health care professionals. 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.

Undersigned shall cancel or reschedule (to use any eligible Emergency Days) **no later than 12 hours** prior to scheduled session/class, by calling Harold Irby (Manager/Owner) @ 586-863-6643. Xtreme Advantage will not refund any amount to Undersigned, regardless of the circumstances, unless by written agreement of both Undersigned and Xtreme Advantage. Undersigned understands that this contract cannot be cancelled or transferred to anyone by Undersigned and this contract is effective immediately upon signing.

You acknowledge that you have carefully read this waiver and release and fully understand that it is a **release of liability.** You agree to voluntarily give up any right that you may otherwise have to bring a legal action against Xtreme Advantage, its Affiliates, Officers, Directors, Contractors, Employees, Agents, Assigns or Attorneys for negligence, or any other personal injury or property damage or loss action.