

## **ASSUMPTION OF RISK AND LIABILITY WAIVER FOR PERSONAL TRAINING**

**This Assumption of Risk and Liability Waiver** (the "Agreement") is entered into by the undersigned ("Client") in favor of [Catherine Dominick Cunningham] (the "Trainer") and their affiliated entities, including any agents, employees, or contractors associated with the Trainer's personal training services, whether online or in-person.

### **1. Acknowledgment of Risk**

I, the undersigned Client, understand that participating in any physical exercise program, including online or in-person personal training, involves inherent risks of injury. These risks may include but are not limited to, strains, sprains, injuries to muscles or joints, heart-related issues, and other physical or medical conditions that may result from engaging in fitness activities.

I acknowledge that it is my responsibility to consult with a physician before beginning any exercise program, including online and in-person personal training, especially if I have any pre-existing health conditions, injuries, or concerns. I affirm that I am physically capable of participating in the online or in-person training sessions.

### **2. Release of Liability**

By signing below, I voluntarily agree to assume all risks, whether known or unknown, associated with my participation in the online or in-person training sessions. I release the Trainer from any liability, claims, demands, or causes of action that may arise from my participation in the personal training program, including any injury, loss, or damage to myself or others.

I further acknowledge that the Trainer is not liable for any injuries that may result from my failure to follow instructions properly, not adjusting exercises based on my physical condition, or performing exercises in an unsafe manner.

### **3. Health Condition Disclosure**

I agree to disclose any medical conditions or concerns, injuries, or health problems that may affect my ability to safely participate in the online or in-person training program. I understand that failure to provide accurate health information may increase the risk of injury.

### **4. Understanding of Online Training Format**

I understand that the online training format does not involve in-person supervision and that the Trainer cannot monitor my form or technique as closely as in a traditional, in-person session. I acknowledge that it is my responsibility to perform exercises correctly and within my own physical limits.

### **5. Understanding of In-Person Training Format**

I acknowledge that in-person training involves direct physical activity with the Trainer. I understand that the Trainer may provide hands-on adjustments or assistance, and I consent to this, provided that I am comfortable with such adjustments. I further acknowledge that the Trainer is not liable for any injuries that may occur during the in-person sessions.

## **6. Emergency Medical Treatment**

In the event of an emergency, I give permission for emergency medical treatment to be administered to me if necessary.

## **7. Indemnity Agreement**

I agree to indemnify and hold harmless the Trainer and any affiliates from any claims, damages, or expenses, including attorney's fees, arising out of my participation in either the online or in-person training program.

## **8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of [State/Country], without regard to its conflicts of laws principles.

## **9. Acknowledgment of Understanding**

By signing below, I acknowledge that I have read and understood this Agreement, and I voluntarily agree to its terms. I am aware of the risks involved and consent to participate in the online and/or in-person personal training program.

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### **Client Information:**

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature:** \_\_\_\_\_

(If signing electronically, by typing your name, you acknowledge and agree to the terms outlined above.)