

IRON MAGNOLIA FITNESS

FORM 2 — INFORMED CONSENT, ASSUMPTION OF RISK & LIABILITY RELEASE

Important legal document — read carefully before signing.

Client Name: _____

Date of Birth: _____

Phone: _____

INFORMED CONSENT TO PARTICIPATE

Initial: _____ I voluntarily choose to participate in fitness training, exercise programs, classes, assessments, and/or related activities offered by **Iron Magnolia Fitness**.

Initial: _____ I understand that physical exercise involves inherent risks and that participation may result in muscle soreness, strains, sprains, falls, loss of balance, equipment-related injuries, dizziness, fainting, abnormal blood pressure or heart rate, cardiovascular complications, and, in rare circumstances, serious injury, disability, or death.

Initial: _____ I understand that no exercise program is completely without risk, even when exercises are performed correctly and appropriate precautions are taken.

Initial: _____ I acknowledge that I am responsible for exercising within my personal abilities and limitations. I agree to immediately inform my trainer of any pain, dizziness, shortness of breath, unusual discomfort, injury, or other symptoms that occur before, during, or after exercise.

HEALTH RESPONSIBILITY

Initial: _____ I represent that I have disclosed any known medical conditions, injuries, physical limitations, medications, pregnancy, postpartum considerations, or other circumstances that may affect my ability to safely participate in exercise.

Initial: _____ I understand that Iron Magnolia Fitness and its owners/trainers do not provide medical diagnosis or treatment and that I am responsible for obtaining medical clearance when appropriate.

Initial: _____ I agree to notify Iron Magnolia Fitness of any material change in my health or physical condition that could affect my participation.

ASSUMPTION OF RISK

Initial: _____ I knowingly and voluntarily assume inherent risks associated with participating in fitness activities at Iron Magnolia Fitness. These risks may include, but are not limited to:

- Slips, trips, and falls
- Muscle strains, sprains, or other musculoskeletal injuries
- Contact with fitness equipment, weights, benches, racks, flooring, or other objects
- Injuries resulting from lifting, carrying, jumping, running, stretching, or other physical activity
- Dizziness, fainting, shortness of breath, or cardiovascular events

- Injury resulting from my own actions or the actions of other participants
- Other risks inherent in exercise and use of a fitness facility

If you are NOT bringing child(ren) to the facility, please skip to RELEASE & WAIVER OF LIABILITY + ACKNOWLEDGEMENT

CHILDREN ON PREMISES — PARENT/GUARDIAN RESPONSIBILITY & ASSUMPTION OF RISK

Initial: _____ If I bring a minor child to Iron Magnolia Fitness, I certify that I am the child's parent, legal guardian, or otherwise legally authorized to make decisions concerning the child's presence and participation. I acknowledge that I am responsible for determining whether bringing my child into the fitness environment is appropriate based on my child's age, maturity, behavior, health, and individual needs.

☐ **Child(ren) who may accompany me:**

☐ Child Name: _____ Age: _____

☐ Child Name: _____ Age: _____

☐ Child Name: _____ Age: _____

☐ Child Name: _____ Age: _____

Initial: _____ Iron Magnolia Fitness may permit clients to bring their children onto the premises during certain designated training sessions, classes, or programs.

Initial: _____ I understand that **Iron Magnolia Fitness does not provide childcare, babysitting, or daycare services** as part of my fitness training. If I choose to bring a child onto the premises, **I remain responsible for the supervision, safety, behavior, and well-being of my child at all times**, including while I am exercising.

Initial: _____ I understand that **fitness equipment can cause serious injury to children and is not intended to be used as playground equipment**.

Initial: _____ I agree to instruct my child to remain in the designated child/play area.

Initial: _____ I agree that my child will not climb on, play with, touch, move, or otherwise use any other rooms/items in the home outside of the play area.

Initial: _____ I understand that a designated children's play area, toys, activities, entertainment, or other accommodations may be provided for convenience; however, the existence of such an area does not transfer responsibility for my child's supervision to Iron Magnolia Fitness, its owner, trainers, employees, contractors, or representatives. I understand that children may encounter risks including, but not limited to:

- Slips, trips, and falls
- Running, jumping, climbing, or playing
- Contact or collisions with other children or adults
- Toys, furniture, flooring, walls, doors, or other objects
- Fitness equipment, weights, resistance bands, benches, racks, machines, or other gym equipment
- Pinched fingers, bumps, bruises, cuts, scrapes, strains, sprains, or broken bones
- Choking or ingestion hazards
- Allergic reactions
- Injuries resulting from another child's actions

- Injuries occurring while entering, leaving, or otherwise being present on the premises
- Other foreseeable and unforeseeable risks associated with children playing or being present in or around a fitness environment

Initial: _____ I understand that I may need to **stop or interrupt my workout to attend to my child**, and I agree to do so whenever necessary for my child's safety or needs.

Initial: _____ Iron Magnolia Fitness reserves the right to require a parent/guardian to immediately attend to a child, remove a child from an activity or area, or discontinue the parent's training session if the child's behavior creates a safety concern.

Initial: _____ By bringing my child onto the premises, I acknowledge that I understand the risks associated with my child's presence and voluntarily choose to allow my child to be present.

Initial: _____ To the fullest extent permitted by applicable law, I knowingly and voluntarily assume the inherent risks associated with my child's presence, play, movement, and participation in permitted activities at Iron Magnolia Fitness.

Initial: _____ I understand that accidents can occur even when reasonable safety precautions are taken.

Initial: _____ Children in Home & Play Areas: I understand and acknowledge that Iron Magnolia Fitness operates from a private residence and that, if I choose to bring my child onto the property or into the home, my child may have access to designated play areas, toys, blocks, furniture, household items, and other objects. I understand that ordinary risks associated with a home and children's play include, but are not limited to, tripping over or stepping on toys or blocks, slipping, falling, bumping into objects, and injuries occurring while playing. I voluntarily assume these risks on behalf of myself and my child and, to the fullest extent permitted by Louisiana law, agree to release and hold harmless Iron Magnolia Fitness, its owner, and household members from claims arising from these ordinary and inherent risks.

Initial: _____ I understand that my child remains under my supervision and responsibility at all times while on the property, including inside the home and designated play areas, and that Iron Magnolia Fitness is not providing childcare or assuming responsibility for supervising my child.

RELEASE AND WAIVER OF LIABILITY

Initial: _____ To the fullest extent permitted by applicable law, I release and hold harmless **Iron Magnolia Fitness, its owner, trainers, employees, contractors, agents, representatives, successors, and assigns** from claims arising from the ordinary and inherent risks associated with my, (and/or child(ren)), voluntary participation in fitness activities and permitted presence or participation on the premises.

Initial: _____ This release is intended to include claims arising from accidental injuries associated with the inherent risks of exercise, use of fitness equipment, and a child's presence or permitted play at the facility.

Initial: _____ Nothing in this Agreement is intended to release or waive liability that cannot legally be released or waived under applicable law, including liability arising from gross negligence or willful misconduct where such a waiver is prohibited.

EMERGENCY MEDICAL CARE

Initial: _____ In the event of an emergency involving me or my child(ren), I authorize Iron Magnolia Fitness or its owner to contact emergency medical services when reasonably believed necessary. I understand that Iron Magnolia Fitness and its owner cannot guarantee the availability, timing, or outcome of emergency medical treatment. I understand

that I am financially responsible for any medical treatment, ambulance transportation, hospital care, or other expenses incurred for myself or my child.

Emergency Contact: _____ **Relationship:** _____

Phone: _____

ACKNOWLEDGMENT

I acknowledge that:

Initial: _____ I have carefully read this Informed Consent, Assumption of Risk & Liability Release.

Initial: _____ I understand the risks associated with exercise and participation in fitness activities.

Initial: _____ I have had the opportunity to ask questions before signing.

Initial: _____ I voluntarily agree to these terms.

FOR THOSE WITH CHILDREN:

Initial: _____ I understand the additional risks associated with bringing children into a fitness environment and/or facility with a play area AND bringing my child to Iron Magnolia Fitness is voluntary.

Initial: _____ I understand that Iron Magnolia Fitness is **not providing childcare services** during my training session and I remain responsible for supervising my child and responding to my child's needs. I understand that my workout may need to be paused or discontinued if my child requires my attention or creates a safety concern. I voluntarily agree to these terms.

CLIENT SIGNATURE

Client/Parent/Guardian Name (Printed): _____

Signature: _____

Date: _____

IRON MAGNOLIA FITNESS SIGNATURE:

Signature: _____

Date: _____