



EmpowerFit

Personal Training & Coaching

WAIVER & RELEASE FORM INCLUDING COVID-19

Because physical exercise can be strenuous and subject to risk of serious injury, we urge you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You agree that by participating in physical exercise or training activities, you do so entirely at your own risk. Any recommendation for changes in diet including the use of food supplements, weight reduction and/or body building enhancement products are entirely your responsibility and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness, or death. We are also not responsible for any loss of your personal property.

You acknowledge that you have carefully read this “waiver and release” and fully understand that it is a release of liability. You expressly agree to release and discharge the trainer or instructor from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the trainer or instructor for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence.

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

I further acknowledge that Transformations By Dana LLC has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that Transformations By Dana LLC cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Gym staff, and other Gym clients and their families.

I voluntarily seek services provided by Transformations By Dana LLC and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending my appointment.

I attest that:

I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.

-I have not traveled internationally within the last 14 days.

-I have not traveled to a highly impacted area within the United States of America in the last 14 days.

-I do not believe I have been exposed to someone with a suspected and/or confirmed case of the

Coronavirus/COVID-19.

-I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.

- I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold Transformations By Dana LLC harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the Gym, or that may otherwise arise in any way in connection with any services received from Transformations By Dana LLC. I understand that this release discharges Transformations By Dana LLC from any liability or claim that I, my heirs, or any personal representatives may have against the Gym with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Transformations By Dana LLC. This liability waiver and release extends to the Gym together with all owners, partners, and employees.

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.

Any cancellations made in less than 24 hours notice are subject to the penalty of the cost of one personal training session.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

Signed: _____

Printed Name: _____ Dated: ____/____/____