

BODYWORKS BY KATHY

408-273-2963

**FULL DISCLOSURE OF PHYSICAL CONDITIONS / INFORMED CONSENT /
ASSUMPTION OF RISK / RELEASE OF LIABILITY**

Name _____ DOB _____ Date _____

Address _____

Phone# _____ Email _____

Emergency Contact Name/Cell# _____

Relation? _____

This document is executed and dated this _____ day of _____, 20____, and is a material part of, and is incorporated by reference into the Personal Training Agreement by the Client and is fully set forth therein.

1. The Client certifies that he/she is physically sound and suffering from no condition, impairment, disease, infirmity, or illness that should prevent his/her participation in the Client's activities under this agreement, except as hereinafter stated.

X _____ (client's initials)

2. The client certifies that he/she has been informed of the need for a physician's approval for participation in the activities under this agreement.

X _____ (client's initials)

3. The client certifies that KATHY LAMBERT has recommended that the client have at least one physical examination and consultation with the client's physician as to physical activity exercise, and use of exercise and training equipment, so that the client may have knowledge that he/she has either (a) been given permission be the client's physician to participate, or (b) that the client has decided to participate in the activities under this agreement without the approval of their physician.

X _____ (client's initials)

4. The client expressly assumes all responsibility for the client's participation in the activities under this agreement.

5. THE CLIENT CERTIFIES THAT THE CLIENT HAS GIVEN A FULL AND COMPLETE DISCLOSURE OF ALL PHYSICAL CONDITIONS, IMPAIRMENTS, DISEASES, INFIRMITIES OR ILLNESSES THAT MIGHT AFFECT OR PREVENT THE CLIENT'S PARTICIPATION IN THE ACTIVITIES UNDER THIS AGREEMENT. THE CLIENT REPRESENTS THAT HE/SHE HAS NO CONGENITAL, PHYSICAL, OR MENTAL HEALTH PROBLEMS, NO UNDERLYING CARDIOVASCULAR OR NEUROLOGICAL PROBLEMS, OR ANY ILLNESS, OR CONDITION WHICH MIGHT AFFECT OR PREVENT THE CLIENT'S PARTICIPATION IN THE ACTIVITIES UNDER THIS AGREEMENT.

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INFORMED CONSENT AND ASSUMPTION OF THE RISK

1. The client enters into this agreement with full knowledge of all risks and benefits associated with the activities under this agreement. The client certifies that the client is of a legal age to enter into this contract, and is not mentally incapacitated. The client certifies that he/she enters into this agreement without duress, undue influence, and for valuable consideration.

2. The client certifies he/she understands the risks associated with participation in the activities under this agreement including, but not limited to physical injury resulting from the acts, omissions, and/or negligence of others. The client certifies that the client knows and fully understands the importance and relevance of all risks, and expressly and voluntarily assumes any and all risks associated with the client's participation in the activities under this agreement, including but not limited to the activities of training; exercise; aerobics and aerobic conditioning and training; weight training; circuit training; cardiovascular exercise and training; use of machinery, training equipment, free weights, circuit machinery and cardiovascular machines; stretching; weight lifting; testing, including but not limited to testing of the cardiovascular system, heart rate, muscle strength, endurance, and flexibility; and any other training activities, techniques, and/or exercises. Further, the client expressly and voluntarily assumes any and all risk associated with the client's participation in the activities under this agreement, including but not limited to the risks of dizziness; strains and /or sprains; fractures of any kind; syncope (fainting); arrhythmia (alteration in heart rhythm); dyspnea (shortness in breath); angina pectoris (chest pain); tachycardia (rapid resting heart over 100 beats per minute); myocardial infarction (heart attack); cerebrovascular accident (stroke); dysrhythmia (abnormal rhythm of brain vases or heart rhythm), and/or any other physical injury, due to any cause whatsoever.

RELEASE OF LIABILITY

1. Client certifies that the client voluntarily agrees to participate in the activities of under this agreement, including but not limited to the activities of training; exercise' aerobics and aerobic conditioning and training; use of machinery, training equipment, free weights, circuit machinery and cardiovascular machines; stretching; weight lifting; testing, including but not limited to testing of the cardiovascular system, heart rate, muscle strength, endurance, and flexibility; and any other training activities techniques, and/or exercises. The client further agrees to follow all rules set forth by KATHY LAMBERT.

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2. In consideration of the privilege of participation in the activities under this agreement, and the training services provided by KATHY LAMBERT, the client for him/herself, his heirs, assigns, administrators, executors, and/or all members of his/her family including minors, waives, releases, holds harmless and forever discharges KATHY LAMBERT, it's successors in interest, assigns, servants, employees, independent contractors, associates, officers, directors, officials and any other participants in the activities under this agreement, from any and all responsibility, liability, claims and demands of any kind and nature, damages, actions, causes of action of any kind, whether now known or unknown, or which the client may have now, or which may hereafter accrue to the client (collectively, the "Claims"), including but not limited to Claims based upon or related to dizziness; strains and/or sprains; fractures of any kind; syncope (fainting); arrhythmia (alteration in heart rhythm); dyspnea (shortness of breath); angina pectoris (chest pain); tachycardia (rapid resting heart rate over 100 beats per minute); myocardial infarction (heart attack); cerebrovascular accident (stroke); dysrhythmia (abnormal rhythm of brain waves or heart rhythm); and/or any other physical injury, due to any cause whatsoever, including the act or omission, negligence or any other fault of KATHY LAMBERT, its successors in interest, assigns, servants, agents, employees, independent contractors, associates, officers, directors, officials and any other participants in the activities under this agreement.

X _____
PRINTED NAME OF CLIENT

X _____, X _____
CLIENT SIGNATURE DATE

_____, _____
LEGAL GUARDIAN OF MINOR (IF APPLICABLE) DATE

*The term "Activities Under This Agreement" means the following. But not limited to: any other type of business that is subletting a portion of BODYWORKS building; testing, included but not limited to training; exercise; aerobics and aerobic conditioning and training; weight training; circuit training; cardiovascular exercise and training; use of machinery, training equipment, free weights, circuit machinery and cardiovascular machines; stretching; weight lifting; testing including but not limited to testing of the cardiovascular system, heart rate, muscle strength, endurance, and any other training activities, techniques, and/or exercises.

Please return the completed form to fitkat@scbodyworks.com