

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

1. I understand that physical exercise and training, including the use of equipment and participation in dietary programs (collectively, “**Training**”), is a potentially dangerous activity and involves the risk of serious injury, disability, death, and property damage. I acknowledge that these risks may result or be compounded by the actions, omissions, or negligence of my personal physical trainer (the “**Trainer**”) or others. I understand that although the Trainer will endeavor to reduce the risk of injury from Training, the Trainer cannot guarantee that I will not be injured. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN TRAINING. I AGREE TO ASSUME ALL RISKS OF ILLNESS, PERSONAL INJURY, PSYCHOLOGICAL INJURY, PAIN, SUFFERING, DISABILITY, DEATH, PROPERTY DAMAGE, AND FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE TRAINER OR OTHERWISE.

2. I waive and release all claims, now known or hereafter known, against the Trainer on account of personal or psychological injury, illness, pain, suffering, disability, death, property damage, or financial loss arising out of or attributable to Training, whether arising out of the ordinary negligence of the Trainer or otherwise. I agree not to make or bring any such claim against the Trainer, and forever release and discharge the Trainer from liability under such claims.

3. I confirm that I am in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate in Training and I will also follow all instructions, recommendations, and cautions of the Trainer at all times during Training. If at any time I believe that I am no longer in proper physical condition to participate in Training, I will immediately discontinue further Training.

4. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during Training. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and evacuation. I release, forever discharge, and hold harmless the Trainer from any claim based on such treatment or other medical services.

5. This release may not be orally modified and constitutes the entire agreement of the Trainer and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous agreements, both written and oral, with respect to such subject matter. If any term or provision of this release is deemed invalid, illegal, or unenforceable, all other terms or provisions shall remain in full force and effect.

6. BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE TRAINER.

Signed: _____

Date: _____

Printed Name: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signed: _____

Date: _____

Printed Name: _____