

Waiver and Release

I, _____, through the purchase of training sessions, have agreed to voluntarily participate in an exercise program, including, but not limited to, strength training, flexibility development, and aerobic exercise, under the guidance of _____ (hereafter referred to as Fitness Professional/Facility). I hereby stipulate and agree that I am physically and mentally sound and currently have no physical conditions that would be aggravated by my involvement in an exercise program. I have provided verification from a licensed physician that I am able to undertake a general fitness-training program.

I understand and am aware that physical-fitness activities, including the use of equipment, are potentially hazardous activities. I am aware that participating in these types of activities, even when completed properly, can be dangerous. I agree to follow the verbal instructions issued by the trainer. I am aware that potential risks associated with these types of activities include, but are not limited to: death, fainting, disorders in heartbeat, and serious neck and spinal injuries that may result in complete or partial paralysis or brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the musculoskeletal system, and serious injury or impairment to other aspects of my body, general health, and well-being.

I understand that I am responsible for my own medical insurance and will maintain that insurance throughout my entire period of participation with Fitness Professional/Facility. I will assume any additional expenses incurred that go beyond my health coverage. I will notify the Fitness Professional/Facility of any significant injury that requires medical attention (such as emergency care, hospitalization, etc.).

Fitness Professional/Facility or I will provide the equipment to be used in connection with workouts, including, but not limited to, benches, dumbbells, barbells, and similar items. I represent and warrant any and all equipment I provide for training sessions is for personal use only. Fitness Professional/Facility has not inspected my equipment and has no knowledge of its condition. I understand that I take sole responsibility for my equipment. I acknowledge that although Fitness Professional/Facility takes precautions to maintain the equipment, any equipment may malfunction and/or cause potential injuries. I take sole responsibility to inspect any and all of my or the Fitness Professional/Facility's equipment prior to use.

Although Fitness Professional/Facility will take precautions to ensure my safety, I expressly assume and accept sole responsibility for my safety and for any and all injuries that may occur. In consideration of the acceptance of this entry, I, for myself and for my executors, administrators, and assigns, waive and release any and all claims against Fitness Professional/Facility and any of their staffs, officers, officials, volunteers, sponsors, agents, representatives, successors, or assigns and agree to hold them harmless from any claims or losses, including but not limited to claims for negligence for any injuries or expenses that I may incur while exercising or while traveling to and from training sessions. These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted with Fitness Professional/Facility.

I represent and warrant I am signing this agreement freely and willfully and not under fraud or duress.

HAVING READ THE ABOVE TERMS AND INTENDING TO BE LEGALLY BOUND HEREBY AND UNDERSTANDING THIS DOCUMENT TO BE A COMPLETE WAIVER AND DISCLAIMER IN FAVOR OF FITNESS PROFESSIONAL/FACILITY, I HEREBY AFFIX MY SIGNATURE HERETO.

Client's name (please print clearly) Date: _____

Client's signature

Client's address

Parent/guardian signature (if applicable) Date: _____

Trainer's signature Date: _____

Note: This document has been prepared to serve as a guide to improve understanding. Personal trainers should not assume that this form will provide adequate protection in the event of a lawsuit. Please see an attorney before creating, distributing, and collecting any agreements to participate, informed consent forms, or waivers.