

WAIVER AND RELEASE OF LIABILITY

This agreement is entered into between personal trainer, _____ (“Trainer”) and the undersigned (“Client”). The provision of personal training services by Trainer to Client, and Client’s use of any premises, facilities or equipment are contingent upon this Agreement.

1. I acknowledge the risks involved in personal training with or without the use of training equipment. I declare that I am participating voluntarily, and that all risks have been made clear to me.
2. I am responsible for notifying the Trainer of any conditions that may increase my likelihood of experiencing injuries or other health problems while engaging in any given activity during the training session.
3. I agree that if I engage in any physical exercise or activity, including personal training, I do so upon the express agreement and understanding that I am hereby waiving and releasing the Trainer from any and all claims, including medical or other costs, liability, expenses or judgments, attorney's fees or court cost, concerning any and all injury and/ or damage I may suffer, whether while engaging in physical exercise or not. The assumption of risk includes, but is not limited to, the use of any exercise equipment during the personal training session.
4. I agree that I am voluntarily participating in the performance of all exercises I agree to do, and I assume all risk of injury, illness or damage, whether arising out of the negligence of the Trainer or otherwise.
5. This Waiver and Release of Liability also includes, without limitation, injuries which may occur as a result of slipping or tripping and falling while on any portion of the premises or while traveling to or from personal training, including injuries resulting from the Trainer’s or anyone else’s negligent inspection or maintenance of the facility or premises.
6. By execution of this agreement, I hereby agree to indemnify and hold harmless the Trainer from and against any and all Claims as specified above.

I acknowledge that this release is not intended as an attempted release of claims of gross negligence or intentional acts.

7. I will make every effort to obey safety precautions as instructed to me verbally. I will ask for clarification when the instructions are unclear.
8. I declare that I have carefully read and voluntarily signed the waiver and release.

I, _____, fully understand and agree to the above terms.

Participant Signature: _____ Date: _____