

Release of Liability

1. In consideration of being allowed to participate in a fitness assessment and personal fitness program provided by ("Trainer") and to use his facilities, equipment and services, in addition to the payment of any fee or charge, I do hereby forever waive, release and discharge Trainer and his agents, employees, representatives, executors and all others acting on his behalf from any and all claims or liabilities for injuries or damages to my person and/or property, including those caused by the negligent act or omission of any of those mentioned or others acting on his behalf, arising out of or connected with my participation in any activities, programs or services of Trainer or the use of any equipment provided and/or recommended by Trainer. (Initials:)
2. I have been informed of, understand and am aware that any exercise program, whether or not requiring the use of exercise equipment, is a potentially hazardous activity. I also have been informed of, understand and am aware that any exercise and/or fitness activities involve a risk of injury, including a remote risk of death or serious disability, and that I am voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury regardless of severity or death. (Initials:)
3. I do hereby further declare myself to be over the age of eighteen as of the date of signing this document, physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in these activities, whether or not the activities require the use of any equipment. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in the fitness program. I acknowledge that either I have had a physical examination and have been given my physician's permission to participate or I have decided to participate in the exercise activities, programs and use of equipment without the approval of my physician and do hereby assume all responsibility for my participation in said activities, programs and use of equipment. (Initials:)
4. I understand that all information and services provided by Trainer is of a general nature and is provided for educational purposes only. None of the information or services provided by Trainer is to be taken as medical or other health advice pertaining to any specific health or medical condition that I may have or have had. The information and services provided by Trainer is not a diagnosis, treatment plan, or recommendation for a particular course of action regarding my health and is not intended to provide specific medical advice.
(Initials:)
SIGNATURE DATE