

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AGREEMENT

This Agreement is entered into between the Personal Trainer and the undersigned client. I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have volunteered to participate in a fitness program provided to me by Body Design Fitness which may include, but may not be limited to, resistance training and aerobic or cardiovascular exercise.

ASSUMPTION OF RISK: You agree that if you engage in any physical exercise or activity, including personal training, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while using any equipment, whether provided to you by Trainer or otherwise, including injuries or damages arising out of the negligence of Trainer, whether active or passive. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury.

You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against trainer for trainer’s negligence, or for any defective product used while receiving personal training from trainer. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

TARDINESS POLICY: Clients are expected to begin working out at the start time of the scheduled appointment. A late start time does not entitle a client to a session longer than the scheduled appointment.

CANCELLATION/RESCHEDULING POLICY:
If you need to cancel or reschedule a session, please contact your trainer. 24 hours’ notice is required for a cancellation or rescheduling in order to receive credit for the session. Failure to cancel within this time frame or failure to show up for a session will result in the client being charged for the session.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Trainer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Guardian Signature (if under 18): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_