

## ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

**DECLARATIONS:** 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. **ASSUMPTION OF RISK:** You agree that if you engage in any physical exercise or activity, including personal training, or enter our premises or use any facility or equipment on our premises for any purpose, 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 and/or resulting from using any premises or facility, or 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, or any of Trainer’s affiliates, employees, agents, representatives, successors, and assigns. Your assumption of risk includes, but is not limited to, your use of any exercise equipment (mechanical or otherwise), sports fields, courts, or other areas, locker rooms, sidewalks, parking lots, stairs, pools, whirlpools, saunas, steam rooms, lobby or other general areas of any facilities, or any equipment. You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities, aquatic activities, tennis, basketball, volleyball, racquetball, or any other sporting or recreational endeavor. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Trainer or otherwise.

**RELEASE:** You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Trainer (and Trainer’s affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Trainer, whether active or passive, or any of Trainer’s affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from personal training, including injuries resulting from Trainer’s or anyone else’s negligent inspection or maintenance of the facility or premises.

**INDEMNIFICATION:** By execution of this agreement, you hereby agree to indemnify and hold harmless Trainer from any loss, liability, damage, or cost Trainer may incur due to the provision of personal training by Trainer to you. **ACKNOWLEDGMENTS:** You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall,

notwithstanding, continue in full legal force and effect. You acknowledge that Trainer offers a service to his/her clients encompassing the entire recreational and/or fitness spectrum. Trainer is not in the business of selling weightlifting equipment, exercise equipment, or other such products to the public, and the use of such items is incidental to the service provided by Trainer. You acknowledge and agree that Trainer does not place such items into the stream of commerce. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

**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 and indemnity 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.**

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_ Sign Name: \_\_\_\_\_

# FITNESS ASSESSMENT QUESTIONNAIRE

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Address:

1. How did you hear about Fast Lean Fit?

Walk in      drove by      referred flyer

2. Why did you decide to come visit us today? \_\_\_\_\_

3. Is there something happening in your life that you want to look or feel

particularly good for? \_\_\_\_\_

4. What would you like to accomplish in terms of your health and fitness?

Weight loss   weight gain   tone & firm   reduce stress   Other:

5. Have you thought about how much time you are willing to commit to

exercising in order to reach your goals? \_\_\_\_\_

6. Do you have any poor health habits you would like to change? YES   NO

7. When was the last time you were in shape you want to be in?

What dress/pants size were you in then? \_\_\_\_\_ How did you feel? \_\_\_\_\_

8. Have you worked out with a personal trainer before? YES   NO

9. If yes, what did you like? \_\_\_\_\_

10. On a scale of 1 to 10, how serious are you about achieving your goals? \_\_\_\_\_

Age:      Current weight:      Ht:      Body Fat%      Body fat weight:

## RELEASE AND WAIVER OF LIABILITY

MEMBER ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AND FULL RELEASE FROM LIABILITY OF: Fast Lean Fit. Member acknowledges that the Personal Training/Fitness Assessment hereunder includes participation in strenuous physical activities, including but not limited to, aerobic dance, weight training, stationary bicycling, various aerobic conditioning machines and various nutritional programs offered by Fast Lean Fit. Member acknowledges these Physical activities involve inherent risk of physical injuries or other damages, including but not limited to, heart attacks, muscle strains, pull or tears, broken bones, shin splints, heel prostration, knee/lower back/foot injuries and other illness, soreness, or injury however caused, occurring during or after the Members participation in the Physical Activities. Member further acknowledges that such risks include but are not limited to, injuries caused by the negligence of an instructor or other person, defective or improperly used equipment, over exertion of a Member, slip and fall by Member, or an unknown health problem of Member. Member agrees to assume all risk and responsibility involved with participation in the Physical Activities. Member acknowledges that participation will be physically and mentally challenging, and Member agrees that it is the responsibility of Member to seek competent medical or other professional advice, regarding any concerns involved in with the ability of Member to take part on the Fast Lean Fit Physical Activities. By signing this agreement, Member asserts that he or she is capable of participating in the physical activities. Member agrees to assume all the risk and responsibility for not exceeding his or her physical limits. Member, on behalf of Member his or her heirs, assigns next of kin, agrees to fully release Fast Lean Fit ( as well as any of its owners, employees, or other authorized agents, including Independent Contractors) from any and all liability, claims and or litigation actions that Member may have for injuries, disability or death or other damages of any kind, including but not limited to punitive damages, arising out of participation in Fast Lean Fit Activities, including but not limited to the Personal Training/Nutrition Programs and the Physical Activities, even if caused by the negligence, gross negligence intentional acts or omissions and/or any other type of fault of Fast Lean Fit, its owners, employees or other authorized agents, including Independent Contractors.

Member Signature: X \_\_\_\_\_ Date: \_\_\_\_\_