



## **Liability Waiver**

Client Name \_\_\_\_\_

**DECLARATIONS:** This Agreement is entered into between Strong Minded Fit and the undersigned client. The provision of personal training services by trainer to client and clients 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 and your 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 activity 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 Strong Minded Fit or otherwise, including injuries or damages arising out of negligence of Strong Minded Fit, whether active or passive, or any of Strong Minded Fit's affiliates, employees, agents, representatives, successors and assigns. You assume the risk of your participation in any activity, class, program or instruction, including but not limited to weightlifting and aerobic activities. 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 Strong Minded Fit or otherwise.

**RELEASE:** You agree on behalf of yourself to release and discharge Strong Minded Fit from any and all claims or causes of action arising out of the negligence of Strong Minded Fit, whether active or passive, or any of Strong Minded Fit'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 travelling to or from personal training, including injuries resulting from Strong Minded Fit's negligent inspection or maintenance of the facility or premises.

**INDEMNIFICATION:** By execution of this agreement, you hereby agree to indemnify and hold harmless Strong Minded Fit from any loss, liability, damage, or cost Strong Minded Fit may incur due to the provision of personal training by Strong Minded Fit to you.

**ACKNOWLEDGMENT:** You expressly agree that the forgoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive, 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 Strong Minded Fit offers a service to his/her clients encompassing the entire recreational and/or fitness spectrum.

I authorise Strong Minded Fit to take photographs and video footage of me. I authorise the use of any such media for any purpose, including but not limited to education/social media. I understand that I may be identifiable in such photographic/video or electronic reproduction. I understand that there will be no financial or other remuneration for recording me.

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 Strong Minded Fit for negligence, or for any defective product used while receiving personal training from Strong Minded Fit. 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.

CANCELLATION POLICY- If you need to cancel your appointment at least 4 hours notice is required. Any cancellation or reschedule made less than 2 hours will result in a 50% cancellation fee.

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

Date \_\_\_\_\_