



WAIVER & RELEASE OF LIABILITY FOR PARTICIPATION IN TRAINING PROGRAM

Nature of the Activity: Being physically fit and in good condition produces many benefits for the client, including improved appearance, more energy, greater enjoyment of life, and many other health benefits. However, physical conditions and dietary changes, by their very nature, carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. Discovery Fitness, LLC offers various forms of fitness training that provide an opportunity for clients to improve their strength, cardiovascular fitness, diet, and other selected components of physical fitness (herein referred to as 'Personal Training' or 'Training'). Discovery Fitness, LLC members who choose to participate in Personal Training will work with one or more staff persons, herein referred to as "Training". Your Trainer will work with you to help you plan a personalized program that is designed specifically to help you meet your needs and achieve your goals. Your Trainer will provide you with instruction, supervision of your training activity, and will monitor your progress. However, regardless of the reasonable care taken by your Trainer in providing appropriate equipment, instruction, and supervision, accidents and injuries can occur through no fault of the client and no fault of the Trainer. For most individuals, the benefits of Training far outweigh the risks involved, but it is important for you to know both the benefits and the risks so you can make an informed decision regarding your participation in Personal Training.

Activities: Strength-building activities include exercises to develop the strength of various muscle groups. Strength building activities place additional and unusual demands upon the body since they involve strenuous maximal, or near maximal, exertions of force using various muscle groups. Cardiovascular activities also place additional demands upon the body since they generally involve prolonged moderate to vigorous exercise. All activities utilized for developing cardiovascular fitness involve sustained physical activity that place significant stress on the cardiovascular system. Additionally, all types of exercise equipment carry with them risk due to user misuse, as well as those of equipment failure. Likewise, Fitness testing carries with it certain inherent risks due to the strenuous, and sometimes maximal, effort required. Adhering to a nutritional program that causes you to change the timing, frequency, daily caloric intake, and type of foods you consume can pose a risk due to the response each person's body has to various foods or supplements. Injuries or illness can be a result of any number of inherent risks of these forms of Training, including such factors as excess stress during training or testing activities, inadvertent user inattention, unexpected equipment failure, inadvertent Training error, and misjudgments of client's ability by the client or the Trainer. If you have questions regarding the benefits or risks of these or other activities, please consult with your Trainer.

Assumption of Risk: I understand that inherent risks of Training (including activities in and activities outside of Discovery Fitness, LLC) vary with the activity, the setting, the muscle group involved, and with the exercise equipment used. Common minor risks include muscle strains, muscle sprains, muscular fatigue, contusions, and post-exercise soreness. More serious, but less frequent, risks include joint injuries, torn muscles, heat-related illnesses, and back injuries. There is also the more remote risk of catastrophic incident (e.g., stroke, heart attack, paralysis, or death).

I have read the previous paragraphs, I have discussed the risks with my Trainer, and I know and understand the nature of the activities that my Trainer and I plan to use. I understand the demands of those activities relative to my conditions and skill level, and I appreciate the types of injuries that may occur as a result of activities my Trainer and I have selected and their potential impact on my well being and lifestyle. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Acknowledgements, Assertions, and Agreements:

- I assert that I have completed a medical history for my Trainer and have no health problems that should prevent me from participating in Training.
- I acknowledge that my Trainer recommends and encourages each client to get medical clearance from his/her personal physician prior to participating in Training, especially if a client is currently being treated for medical issues or is using medication.
- I assert that I possess a sufficient level of physical fitness to enable me to safely participate in the fitness and/or nutrition program planned by my Trainer and me.
- I give consent to certain physical touching that may be necessary to ensure proper technique during exercise, or during conduction of certain fitness tests.
- I authorize my Trainer to administer emergency first aid, CPR (cardiopulmonary resuscitation), and an AED (automatic external defibrillator), if deemed necessary by my Trainer.
- I authorize my Trainer to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by my Trainer.
- I authorize my Trainer to share my medical history with emergency medical personnel when deemed necessary by my Trainer.
- I agree to assume all cost of my emergency medical care and transportation.
- I acknowledge that it is my duty to inform my Trainer and cease exercise immediately if I should feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, and/or chest pains) or if I feel an activity is inappropriate for me, whether during testing, strength training, cardiovascular training, or any activity.
- I acknowledge that my Trainer will conduct all activities in good faith and may find it necessary to terminate my participation in an activity when he/she judges me to be incapable of safely meeting the rigors of the activity. I accept my Trainer's right to take such actions for the safety of myself and/or other parties.

Client Name (Please Print)

Driver's License # or Other Legal ID

Street Address

City, State, Zip Code

Client Signature

Date