

## PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

Fitness 48 — Phoenix, Arizona

In consideration of being allowed to participate in any way in the personal training program, related events and activities provided by Fitness 48 and its independent trainers, I, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Fitness 48, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

### MEDICAL DISCLOSURE

By initialing each item below, I acknowledge and represent the following:

\_\_\_\_\_ (initial) I have no pre-existing medical conditions that would prevent me from safely participating in a physical fitness program, OR I have disclosed all such conditions to my trainer in writing.

\_\_\_\_\_ (initial) I am not currently pregnant, OR I have obtained written clearance from my physician to participate in physical fitness activities during pregnancy.

\_\_\_\_\_ (initial) I have disclosed all medications I am currently taking that may affect my ability to exercise safely (e.g., blood thinners, beta blockers, insulin).

\_\_\_\_\_ (initial) I have obtained clearance from a licensed physician to participate in physical fitness training, OR I acknowledge that Fitness 48 recommends I do so prior to beginning any exercise program.

\_\_\_\_\_ (initial) I agree to immediately inform my trainer of any changes to my health status, medications, or physical condition.

### EMERGENCY CONTACT

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_

## **FACILITY RULES ACKNOWLEDGMENT**

I have read and agree to abide by the following facility rules:

- Wipe down all equipment after each use with the provided sanitation supplies.
- Wear proper closed-toe athletic footwear at all times on the training floor.
- Do not bring, distribute, or consume unauthorized supplements or substances on the premises.
- Report any injury, no matter how minor, to facility staff or your trainer immediately.
- Follow all instructions provided by your trainer regarding proper equipment use and exercise form.

\_\_\_\_\_ (initial) I have read, understand, and agree to follow the facility rules above.

## **PHOTO / VIDEO RELEASE (OPTIONAL)**

I grant Fitness 48 permission to use photographs and/or video recordings taken of me on the premises for marketing, social media, and promotional purposes. I understand that I will not receive compensation for such use and that I may revoke this consent at any time by providing written notice to Fitness 48.

\_\_\_\_\_ (initial) I AGREE to the photo/video release above. \_\_\_\_\_ (initial) I DO NOT agree.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Age: \_\_\_\_\_

Witness / Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

## **FOR PARENTS/GUARDIANS OF PARTICIPANTS UNDER AGE 18**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Relationship: \_\_\_\_\_