

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



DECLARATIONS: This Agreement is entered into between Living Kinetics (“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.

Guardian Print Name: _____

Guardian Sign Name: _____

Print Name: _____

Sign Name: _____

Date: _____

The Living Kinetics Fitness Agreement

Name: _____ Date: _____

Guardian Name: _____

Commitment and Attitude Agreement

I have volunteered to participate in a program of physical exercise under the instruction of any Living Kinetics trainer. Training may include, but is not limited to, weight and/or resistance training, cardiovascular training, and floor mat exercises.

Living Kinetics agrees to instruct, assist, and train me.

I realise that a large portion of my success will be based on my commitment to follow instructions, changing my lifestyle, and my attitude towards the fitness program. Unfortunately, Living Kinetics cannot guarantee results, but my willingness to work hard will improve the opportunity of success.

I have read the above policy and agree to its terms as it applies to my personal training package.

Sign Name: _____ Guardian Sign Name: _____

Late / No-Show / Cancellation Agreement

Our main goal is to provide the best possible service to our clients.

Living Kinetics works on an appointment based schedule to allow you the time required for your personal training session.

Sessions will generally be 60 - 90 minutes. Please be on time for your appointments. If you are late for a session it will still end at the scheduled time. If you are more than 15 minutes late for a session, it will be considered a no-show and you will be required to pay the fee for the session.

Due to this schedule it is important that you give us sufficient notice when you need to cancel an appointment. This means a cancellation should be made at least 24 hours before the scheduled appointment. Failure to cancel a training session within this time will result in you being charged for the session. Should you wish to reschedule an appointment, a minimum of 24 hours notice is required. We will do our best to accommodate this.

I have read the above policy and agree to its terms as it applies to my personal training package.

Sign Name: _____ Guardian Sign Name: _____

Refund Agreement

If you are not satisfied with our services, we will be happy to refund services **not performed**.

I have read the above policy and agree to its terms.

Sign Name: _____ Guardian Sign Name: _____

Payment Agreement

Sessions will be paid for at the end of each session. Packages are also available.

Sign Name: _____ Guardian Sign Name: _____