

WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

NOTICE: THIS FORM IS A CONTRACT WITH LEGAL CONSEQUENCES. READ THIS CAREFULLY BEFORE SIGNING.

In consideration for receiving personal training services from Better Bodies by Carmel (hereinafter the "Personal Trainer"), I hereby freely and voluntarily agree to the following representations, waivers and agreements:

I know and understand that the Personal Trainer is a strength and conditioning Personal Trainer and that the sport of strength and conditioning training is an action sport which carries significant risks of serious personal injury, death and property damage. I also know and understand that while participating in and/or training for this sport, I am exposed to many natural, mechanical and environmental conditions and risks which independently or in any combination with my activities and those of others may cause bodily injury and/or property damage, including but not limited to, severe or fatal injuries to myself or others.

I agree that I alone am responsible for: (a) my proper preparation and safety while participating in any event or activity directed or recommended by the Personal Trainer; (b) providing, utilizing and maintaining the equipment necessary for the safe enjoyment of my participation in any such event or activity; and, (c) wearing properly functioning protective equipment while participating in any such event or activity. I also represent that I have no physical or medical condition which, in my knowledge, would endanger myself or others while I participate in this sport or any event or activity directed or recommended by the Personal Trainer.

Being fully aware of the risks, conditions and hazards associated with this sport and my participation in training sessions, events and activities directed or recommended by the Personal Trainer,

I HEREBY ACKNOWLEDGE that the Personal Trainer, the Personal Trainer's employer, employees, directors, founders, members, sponsors, agents and any other Personal Trainer-affiliated individuals and/or entities are not in any way responsible for my safety while participating in any training program, training session, competition, race, event or any other activity of any kind directed or recommended to me by the Personal Trainer; and

I FURTHER AGREE TO WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE, for myself, my family and spouse, my heirs, executors, administrators, legal representatives, assignees and successors in interest (hereinafter "successors"), in any and all claims of damages for death, personal injury or property damage which I may have or which may hereafter accrue to me as a result of my participation in any training program, training session, competition, race, event or any

other activity of any kind, against any person or entity identified above, whether such injury or damage was the result of negligence or carelessness on the part of the persons or entities mentioned above, and whether such injury or damage was foreseeable.

I FURTHER AGREE to forever HOLD HARMLESS and INDEMNIFY all persons and entities identified above from any and all liability for death, personal injury or property damage resulting in any way from my participation in any training program, training session, competition, race, event or any other activity of any kind directed or recommended to me by the Personal Trainer.

I AGREE that should I or my successors assert any claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending against such a claim unless they are found liable for willful and wanton negligence.

This document contains the entire agreement between the parties and if any term of provision of this agreement is found invalid or unenforceable, the remaining terms and provisions of this agreement shall remain binding and enforceable.

In signing this Waiver of Liability and Assumption of Risk Agreement, I acknowledge and represent that I am 18 years of age or older, that I have read and understand the contents of this document, and that no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made. I also agree, for myself and successors, that the above representations are not mere recitals and that they are binding.

Signed on _____ 200__

Participant's Printed Name:

Participant's Signature:

