

XtreemTraining.org

PERSONAL TRAINING INFORMED CONSENT AND WAIVER/RELEASE

I _____ do hereby consent to participate in a personal training program that will include weight training and/or cardiovascular and resistance exercises. Because physical exercise can be strenuous and subject to risk of serious injury (including but not limited to musculoskeletal injury, spinal injuries, abnormal blood pressure responses and in rare instances heart attack or death), it is urged that you obtain physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You agree that by participating in the physical exercise or training activities, you do so entirely at your own risk. Any recommendation for changes in diet including the use of food supplements, weight reduction and/or body building enhancement products are your responsibility and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and use of facilities and premises and assume all risk of injury, illness or death. Best Bod 4 U, Inc. is not responsible for any loss of your personal property.

This waiver and release of liability includes, without limitations, all injuries which may occur as a result of a) your participation in the activities, classes, personal sessions and equipment used by Best Bod 4 U, Inc. trainers; b) the sudden and unforeseen malfunctioning of any equipment c) our instruction, training supervision or dietary recommendations and d) your slipping and/or falling while training with trainer or after including adjacent sidewalks and parking area. All photos and video for promotional use only (no compensation will be provided for your participation).

You acknowledge that you have carefully read this "waiver and release" and fully understand that it is release of liability. You expressly agree to release and discharge the trainer/instructor from any and all claims or causes of action. You agree to voluntarily give up or waive any right that you may otherwise have to bring legal action against Best Bod 4 U, Inc and its agents for any personal injury or property damage.

To extend that statute or case law doesn't prohibit releases for negligence, this release is also for negligence.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, the remainder of this release from liability shall remain in full force and effect and the offending provision or provision severed here from.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

Signed this _____ day of _____ 20____.