



## RELEASE, WAIVER AND ASSUMPTION OF RISK

I, \_\_\_\_\_ (please print), **hereby acknowledge and agree** that in consideration of being permitted to participate in Personal Training Program Activities organized, operated or sanctioned by *Body Coach* herein called “The Organization”.

1. **I do hereby release**, The Organization, its members, officers, directors, employees, independent contractors and agents from all liability, and do hereby waive as against The Organization, its members, officers, directors, employees, independent contractors and agents all resources, claim causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer arising out of or connected with, my preparation for, or participation in, the aforesaid Personal Training Program Activities, not withstanding that such injuries or losses may have been cause solely or partly by the negligence of The Organization or any of its members, officers, director, employees, independent contractors or agents.
2. And, **I do hereby acknowledge and agree:**
  - a) the Personal Training Program Activities can be dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of the activity itself, others which result from human error and negligence on the part of persons involved in the preparation of organizing and staging Personal Training Program, Activities;
  - b) that, as a result of the aforesaid risks and hazards, **I as a participant** may suffer serious personal injury, even death, as well as property loss;
  - c) that some of the aforesaid risks and hazards are foreseeable, but others are not;
  - d) that nevertheless **I freely and voluntarily assume** all the aforesaid risks and hazards, and that, accordingly, my preparation for, and participation in the aforesaid Personal Training Program Activities shall be entirely at my own risk;
  - e) that **I understand** that neither The Organization nor any of its members, officers, directors, employees, independent contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in the aforesaid Personal Training Program Activities;
  - f) that **I have carefully read** this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement that I fully understand same, and that I am freely and voluntarily executing same;

- g) that **I understand clearly** that by signing this release, I will be forever prevented from suing or otherwise claiming against The Organization, its members, officers, directors, employees, independent contractors and agents for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for any of the above mentioned Personal Training Program Activities whether or not such loss or injury is caused solely or partly by the NEGLIGENCE of The Organization or any of its members, officers, directors, employees, independent contractors and agents;
- h) that **I have been given** the opportunity and have been encouraged to seek independent legal advice prior to signing this agreement;
- i) that **I understand clearly** that The Organization would not permit me to participate in any such Personal Training Program Activities unless I signed this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement, that this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement applies to all aforesaid Personal Training Program Activities whether occurring in the near or distant future, and that the terms of this agreement need not be brought to my attention each time I participate in such Personal Training Program Activities in order to be effective;
- j) that the term “Personal Training Program Activities” as used in the RELEASE, WAIVER AND ASSUMPTION OF RISK agreement includes without limiting the generality of that term, activities as well as all other events that are in any way authorized, sanctioned, organized or operated by The Organization individually and in groups, including the use of facilities on the premises of The Organization, at my home and at any other location;
- k) that this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement is **binding** on myself, my heirs, my executors, administrators, personal representatives and assigns; and
- l) that **I understand clearly** that The Organization is and shall be deemed to be acting for itself and as agent on behalf of the benefit of the members, officers, directors, employees, independent contractors, and agents of The Organization for the purposes set out in the above-stated clauses of this agreement.

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Signature

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Date

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Witness

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Date