

Please print this out and sign it. Bring it with you for your first Session.

FITNESS CLIENT LIABILITY WAIVER, INDEMNITY AGREEMENT, HOLD HARMLESS AND RISK DISCLOSURE

In partial and material consideration for all services and information provided by Debby McKnight, to include but not limited to personal training and nutrition services, and for it to be provided to you or the minor for whom you are signing as guardian (in either case, "Client"), you agree as follows:

Acknowledgement and Consent to Receive Services:

You agree and acknowledge:

(i) that you understand the nature of the personal training services offered by Debby McKnight and that you are qualified, in good health, and in proper physical condition to participate in such personal training.

(ii) you have discussed with Debby McKnight, the nature of the services to be provided,

(iii) you understand that Debby McKnight is **not a physician, licensed physical therapist or licensed nutritionists** and you understand it is your responsibility to maintain a relationship between yourself (or the minor child for who you are signing) and a medical doctor or licensed health provider, or registered dietician.

(iv) You FULLY UNDERSTAND that: (a) personal

training INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by Client's own actions or inactions, the actions or inactions of others participating in the personal training, the conditions in which the personal training takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS or SOCIAL AND ECONOMIC LOSSES either not known to you or not readily foreseeable at this time; and you FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES

(v) that if, at any time, you believe any condition or activity to be unsafe, you will immediately discontinue further participation in the activity,

(vi) you have consented to use the services offered by Debby McKnight, and agree to be personally responsible for the fees Payable to Debby McKnight, in connection with the services provided to you or the minor child for who you are signing,

(vii) you acknowledge that there is no assurance or warranty that the services provided by Debby McKnight will achieve their intended or desired outcome; and

(viii) you understand 24-hour notice to re-schedule must be given or a full-session fee will be charged.

(ix) you understand that the sessions must be used at the rate of 6 sessions per month beginning from the purchase date _____ or they will expire unless you have a major medical excuse, in which case it is at Debby McKnight's discretion.

(x) If you ever have any concerns about the nature of Debby McKnight's services or your work together, please discuss those concerns with her right away. Debby McKnight requires that Client's medical doctors be informed by you, the Client, that Client/Minor Child is receiving personal

training/nutrition services, and obtain written clearance from Client's medical doctors as approval of receiving such services.

Liability Waiver and Hold Harmless

You hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Debby McKnight, or any management, owners, employees or agents (hereinafter collectively referred to as the "RELEASEES") from any and all liabilities, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death and each of the RISKS described above, that may be sustained by you or your minor child for whom you are signing (you and your minor child, as applicable, are referred to as "CLIENT"), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, in the course or scope of services provided to CLIENT by Releasees, or while in, on or upon the premises where the services are provided to you.

1 You acknowledge that you have been made fully aware of the risks and hazards connected with nutritional services, the risk of which include but are not limited to SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH, and Client, by signing this Liability Waiver and Hold Harmless, hereby elects to voluntarily receive such services, and to enter the premises used by Debby McKnight and accept these services knowing that the activity may be hazardous to Client. YOU, FOR YOURSELF AND, IF YOU ARE SIGNING FOR YOUR MINOR CHILD, ON BEHALF OF YOUR MINOR CHILD, VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY,

- INCLUDING DEATH, that may be sustained by Client, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
- 2 You further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court cost and attorney's fees, that they may incur due to participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
- 3 It is your express intent that this Release, and Hold Harmless Agreement, shall bind the members of your family and spouse, if you are alive, and your heirs, assigns and personal representative, if you are deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. You hereby further agree that this waiver and Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California.
- 4 IN SIGNING THIS RELEASE, YOU ACKNOWLEDGE AND REPRESENT THAT YOU have read the foregoing Waiver of Liability Indemnification and Hold Harmless Agreement, understand it and sign it voluntarily as your own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made.
- 5 You, for yourself, or if your minor child is receiving services, as parent/guardian for your minor child, certify that Client is in good health and has no physical, mental, or emotional problems.

Arbitration:

Any dispute, claim or controversy arising out of or relating to

services provided by Debby McKnight or this waiver or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles County, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

Dietary recommendations:

Debby McKnight's dietary recommendations are not intended to diagnose, treat, cure, or prevent any disease. Debby McKnight's agents, management and staff are not doctors, nutritionists, or any other type of health care professional. Dietary recommendations are intended to help the Client reach his/her program goals as communicated by the Client to Debby McKnight. Dietary recommendations are designed and intended for persons in good health with no aggravating medical or physical problems. Client therefore accepts dietary recommendations at Client's own risk.

Cancellation and Policy Agreement:

You, may cancel this agreement at any time prior to midnight of the third business day, after the date of this agreement, excluding Sundays and holidays. To cancel this agreement, mail or fax a signed and dated notice that you are canceling this agreement. A telephone call is also acceptable. If you cancel under these provisions, you are liable for the pro-rated costs of any services you have elected to receive prior to the cancellation, plus applicable fees (\$____) for dietary recommendations, (if such service was purchased) which

you have elected to receive and actually received prior to cancellation, and such amount will be deducted from any refund due to you. You, may only cancel thereafter due to medical reason with written explanation of Client's physician stating the reason as to why Client is unable to use Trainer's services.

Important information for new clients:

Training sessions: Each regular training session can last up to, but is not required to be more than 50 minutes. Extended Advanced Strength & Conditioning Sessions can last up to, but is not required to be more than 80 minutes. If Client is late arriving for a session, training will not extend beyond the scheduled time slot. Also, Client's scheduled trainer is obligated to wait only 15 minutes beyond the scheduled "start time" before the Client is considered a "no show," unless the Client has called and advised that Client will be running late.

Regarding partnered training: If partnered training is offered by Debby McKnight, a Client signed up for partnered training, may be trained without a partner until the available time slot is filled. Debby McKnight is responsible for filling any open partner time slot, so Client will not pay more than the agreed rate for the session.

Gym memberships: You may need to purchase a gym membership directly from the gym where you will be training. It is best to purchase your membership on your first day of actual training so that you have maximum use of your membership.

I, _____, before start of training with Debby McKnight, must pay \$_____ directly

to the gym for my _____ month membership, and \$_____ directly to Trainer for () Private training () Partner training. () Advanced Strength & Conditioning Extended Sessions. The fee is payment rendered for _____ () Training Sessions and/or _____ () Nutritional Consultation.

Date of Contract: _____.

Signature: _____

If the client is a minor, parent/ guardian must sign below:

Print Name: _____

Relationship ()Parent ()Guardian

Signature: _____

Address: _____

Phone Number: _____

Print name (Minor Child) _____

Thank You

Your consideration in the above matters can ensure that your training is an enjoyable and rewarding experience.