

EverFit Personal Training, LLC
Waiver and Release of Liability and Assumption of Risk

Recitals

1. EverFit Personal Training, LLC (EverFit) is a State of Michigan Limited Liability Company,
2. EverFit is an at-home personal training service provider.
3. I, _____, requested EverFit to conduct personal fitness training sessions in my home.
4. EverFit or I will provide equipment to be used in connection with our workouts.
5. I am in complete control over the area in which I will perform the workouts.

In consideration to carry out personalized at-home fitness training program, the parties agree to:

Acknowledgement of Purchase

I, _____, purchased training sessions from EverFit. I agree to participate voluntarily in a program of physical exercise, under the guidance of _____, an EverFit personal trainer.

Initials _____

Acknowledgement of Health

I declare myself physically and mentally sound and suffering from no condition, impairment, disease, infirmity, or other illness that prevents my participation in training sessions. **I informed my personal physician of my participation and received permission to begin the training program.**

Initials _____

Equipment

Trainer or I will provide the workout equipment. I control the workout area. I warrant all equipment provided is for personal use only. Trainer will not inspect my equipment and does not know its condition. I take sole responsibility for use of all equipment, my equipment or the equipment of the trainer. Equipment may malfunction and injuries may result. I take sole responsibility to inspect any and all equipment I use. Furthermore, I take sole responsibility for any injuries incurred by using the equipment.

Initials _____

Assumption of Risk

I understand exercise, including the use of equipment, is hazardous. I acknowledge the possibility that injuries and physical and mental changes may result. Injuries and changes include, but are not limited to, abnormal blood pressure, fainting, disorders in heartbeat, heart attack, and death. I understand injuries and changes may result in my becoming partially or totally disabled and incapable of performing any gainful employment or having a normal social life.

I am voluntarily participating in the exercise program and using equipment with knowledge of the dangers involved. I understand and take sole responsibility for any and all injuries and changes that may occur.

Initials _____

Waiver and Release of Liability

In consideration of this agreement to train me, I agree to hold harmless EverFit and its trainer, its respective representatives, executors, agents, and assigns from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected to my participation in the exercise program and use of equipment, and any acts or omissions, including negligence by trainer.

This waiver and release of liability includes, but is not limited to: (a) injuries and changes to myself; (b) equipment that may malfunction or break; (c) any defects, latent or apparent, in the design or condition of equipment; (d) any slips, falls, or dropping of equipment; (e) any improper maintenance of equipment or facilities; (f) any hazardous condition that may exist on the premises, including, but not limited to, the specific workout area; (g) negligent instruction or supervision of trainer; and (h) damage to property.

Initials _____

Conclusion

I acknowledge and agree no warranties or representations are made to me regarding the results I will achieve from this program. I understand results are individual and may vary.

I thoroughly read this waiver and release. I fully understand it is a waiver and release of liability. By signing this document, I waive any right I, or my heirs and assigns, may bring or assert against EverFit or trainer.

I represent and warrant I sign this agreement freely. I further represent and warrant no social relationship exists between trainer and me, or if such a social relationship exists, for purposes of my training sessions, trainer and I assumed a strict business relationship, and I understand any social relationship does not render this waiver invalid. These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted with Trainer.

Client Name (please print clearly)

Client Signature

Date

EverFit Trainer

EverFit Trainer Signature

Date

Beth Rzendzian as President of Everfit Personal Training, LLC

Date