

BENSWIC[®]

WAIVER & RELEASE FORM

Because physical exercise can be strenuous and subject to risk of serious injury, we urge you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You agree that by participating in 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 entirely 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 these facilities and premises and assume all risks of injury, illness, or death. We are also not responsible for any loss of your personal property.

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

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence.

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

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

Signed: _____

Printed Name: _____

Dated: ___/___/___

I _____ (**Parent or Guardian if client is under 18 years old**) on behalf of _____ (**minor or child under 18**) of _____, (**City**) of _____ (**State**) hereby affirm that I am entering a course of instruction in physical fitness and performance training. By enrolling in this course I certify that I am cognizant of all of the inherent dangers of physical fitness and therapy, and the basic safety rules for activities connected herewith.

I understand and agree that neither the class nor its owners, operators, agents, or instructors, including but not limited to _____ and/or _____, may be held liable in any way for any occurrence in connection with my physical fitness and performance, which may result in injury, death, or damages to me or my family, heirs, or assignees. I further acknowledge and forever release _____ and/or _____ in connection directly or indirectly with my physical fitness, training and therapy as result of _____ and/or _____ own negligence, which may result in injury, death or damages to me or my family, heirs, or assignees.

In consideration of being allowed to enroll in this course I hereby personally assume all risks connected with the course, and I further release the instructors, program, agents, and operators, including but not limited to the persons mentioned for any injury or damage which may be incurred by me while I am enrolled in the fitness or performance course, including all risks connected therewith, whether foreseen or unforeseen; and further to save and hold harmless the program and persons from any claim by me, or my family, estate, heirs, or assignees, arising out of my enrollment and participation I this course.

I further state that I am of lawful age and legally competent to sign this aforementioned release; that I understand that the terms herein is contractual and not a mere recital; and that I have signed this document as my own free act.

I have fully informed myself of the contents of this aforementioned and release by reading it before I sign it, I have been advised to submit, at my own expense and time, to a medical examination to ensure myself, and assume my own responsibility of physical fitness and capability to perform under the normal conditions of the fitness and therapy program, and am physically fit as tested by a medical examination. I also understand that the owner reserves the right of membership.

IN WITNESS WHEREOF, I have executed this aforementioned and release at (**location**)

_____ on (**Date**) _____, 20____

Authorized Signature

Client

Waiver and Release of Liability and Assumption of Risk

1. _____ is an at-home personal training service provider.
2. I, _____, have requested _____ to conduct personal fitness training sessions in my home.
3. _____ or I will provide equipment to be used in connection with our workouts, including but not limited to equipment detailed below.
4. I have complete control over the area in which we will perform our workouts.

For and in consideration of the foregoing premises and for the express contention of carrying out the purposes of a personalized at-home fitness training program, the parties do hereby agree as follows:

ACKNOWLEDGEMENT OF PURCHASE

I, _____, through the purchase of training sessions, have agreed to participate voluntarily in a program of physical exercise, including, but not limited to, strength training, flexibility development, and aerobic exercise ("**Activities**"), under the guidance of _____, its authorized agents, employees, and contractors ("**Trainer**").

Initials _____

ACKNOWLEDGEMENT OF HEALTH

I declare myself physically and mentally sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in training sessions or my use of Equipment (**as defined below**). I acknowledge I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of Equipment. I recognize it is my sole responsibility to obtain an examination by a physician prior to involvement in any exercise program. I acknowledge I have either had a physical examination and been given my physician's permission to participate, or if I have chosen not to obtain a physician's permission prior to beginning this exercise program with Trainer, I acknowledge I am doing so at my own risk.

Initials _____

EQUIPMENT

Trainer or I will provide the equipment or machinery to be used in connection with workouts, including, but not limited to, benches, dumbbells, barbells, and similar items ("**Equipment**"), and I will have control over the area in which we perform our workouts. I represent and warrant any and all Equipment I provide for training sessions ("**My Equipment**") is for personal use only. Trainer has not inspected my Equipment and

has no knowledge of its condition. I understand I take sole responsibility for My Equipment. I acknowledge that although Trainer takes precautions to maintain the Equipment provided by Trainer ("**His Equipment**"), His Equipment and/or My Equipment ("**His or My Equipment**") may malfunction and/or cause Injuries and Changes (**as defined below**) and that I take sole responsibility to inspect any and all of His or My Equipment. Furthermore, I take sole responsibility for any Injuries or Changes Trainer sustains while using My Equipment to demonstrate an Activity, or otherwise, and agree to indemnify him for any and all medical expenses and lost wages related to his use of My Equipment.

Initials _____

ASSUMPTION OF RISK

I understand and am aware that Activities, including the use of Equipment, are potentially hazardous activities. I acknowledge the possibility that injuries and physical and mental changes ("**Injuries and Changes**") arising during and/or resulting from engaging in Activities does exist. Injuries and Changes include, but are not limited to, abnormal blood pressure, fainting, disorders in heartbeat, heart attack, and, in some instances, death. I understand Injuries and Changes could 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 Activities 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 to myself and/or others, including but not limited to Trainer, related to any and all Activities associated with Trainer's instruction, even if not specifically set forth in this document, whether or not they fall within the scope of reasonably foreseeable injuries related to such Activities, and whether or not undertaken in Trainer's presence. Although Trainer will take precautions to ensure my safety, I expressly assume and accept sole responsibility for my safety and for any and all Injuries and Changes that may occur.

Initials _____

WAIVER AND RELEASE OF LIABILITY

In consideration of Trainer's agreement to instruct, assist, and train me, I hereby agree to hold harmless 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 any and all Activities, use of Equipment, or any and all acts or omissions, including negligence by Trainer and his representatives. This waiver and release of liability includes, but is not limited to, **(a)** Injuries and Changes to myself and/or others, including but not limited to Trainer, that may occur as a result of **(i)** Equipment that may malfunction or break; **(ii)** any and all defects, latent or apparent, in the design or condition of Equipment; **(iii)** any and all slips, falls, or dropping of Equipment; **(iv)** any and all improper maintenance of Equipment or facilities; **(v)** any hazardous condition that may exist on the premises, including, but not limited to, the specific workout area; and **(vi)** Trainer's negligent instruction or supervision; **(b)** damage to property, including but not limited to, Equipment and the premises.

Initials _____

CONCLUSION

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

I acknowledge I have thoroughly read this waiver and release and fully understand it is a waiver and release of

liability. By signing this document, I am waiving any right I, or my heirs and/or assigns, may have to bring any and all legal actions or assert any and all claims against Trainer, its respective representatives, executors, and/or assigns.

I represent and warrant I am signing this agreement freely and willfully and not under fraud or duress. 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 have 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.

Initials _____

Participant's name **(please print clearly)** _____ Date: _____

Participant's signature _____ Date: _____

Parent/guardian signature **(if applicable)** _____ Date: _____

Company/Trainer's signature _____

PERSONAL INFORMATION:

Name: _____ Date of Birth: ____/____/____

Address: _____ Phone: _____

City/State/Zip: _____

Emergency Contact Person: _____

Emergency phone: _____ Relationship to emergency contact: _____

Liability Waiver:

I, the undersigned, being aware of my own health and physical condition, and having knowledge that my participation in any exercise program may be injurious to my health, am voluntarily participating in a physical activity. Having such knowledge, I hereby acknowledge this release, any representatives, agents, and successors from liability for accidental injury or illness which I may incur as a result of participating in the regular physical activity. I hereby assume all risks connected therewith and consent to participate in the regular program. I agree to disclose any physical limitations, disabilities, ailments, or impairments which may affect my ability to participate in regular fitness program.

Signature: _____ Date: ____/____/____

CANCELLATION POLICY

All cancellations must be received at least 12 hours before your training session in order to avoid being charged for your session. Clients who do not cancel with 12 hours notice will be charged for the cancelled session.

We understand that emergencies happen. We provide every client with one free short-notice cancellation. You will not be charged for your first cancellation with less than 12 hour notice. Subsequent short-notice cancellations will be charged for the session. The free short-notice cancellation only applies if we are notified prior to the session start time. No shows are not eligible for the free cancellation.

If you need to cancel a session, please call us immediately!

REFUND POLICY

We strive to provide the best possible service to our clients. If for any reason you are not satisfied with our services, we will be happy to issue you a refund for services not performed.

If you have paid for a package in full, you will be refunded for unused sessions and services.

I have read the above policies and agree to its terms as it applies to my personal training.

Client Name: _____

Signature: _____

Date: _____

CANCELLATION AGREEMENT

I understand that _____ have a 24hr cancellation policy.

I agree and acknowledge that I will compensate _____ in full if 24hr notification is not given. There is a \$10.00 Fee.

Trainer _____

Client _____

Date _____

VIDEO/PHOTOGRAPH RELEASE FORM

I hereby grant Benswic, Inc. the irrevocable right and permission to use photographs and/or video recordings of me on Benswic and other websites and in publications, promotional flyers, or for any other similar purpose without compensation to me.

I understand and agree that such photographs and/or video recordings of me may be placed on the Internet. I also understand and agree that I may be identified by name and/or title in printed, Internet or broadcast information that might accompany the photographs and/or video recordings of me. I waive the right to approve the final product. I agree that all such portraits, pictures, photographs, video and audio recordings, and any reproductions thereof, and all plates, negatives, recording tape and digital files are and shall remain the property of Benswic.

I hereby warrant that I am eighteen (18) years old or more and competent to contract in my own name or, if I am less than eighteen years old, that my parent or guardian has signed this release form below. This release is binding on me and my heirs, assigns and personal representatives.

Signature of Individual Photographed/Recorded

Date

Printed Name of Individual Photographed/Recorded: _____

Signature of Witness

Date

If individual photographed/recorded is under eighteen (18) years old, the following section must be completed: I have read and I understand this document. I understand and agree that it is binding on me, my child (named above), our heirs, assigns and personal representatives. I acknowledge that I am eighteen (18) years old or more and that I am the parent or guardian of the child named above.

Signature of Parent/Guardian of Individual Photographed/Recorded

Date

Printed Name of Parent/Guardian: _____

Signature of Witness

Date