

Rewrite Fitness - Waiver and Release Form

Please carefully read this document before signing, either electronically or by printing and hand-signing. Then return to Chris, either in person or electronically. This form MUST be completed before training can begin.

DECLARATIONS: This agreement is entered into between Rewrite Fitness and Christopher Keely ("Trainer") and the undersigned client ("Client"). No training services will be provided, nor the use of any premises, facilities, or equipment, except in accordance with this agreement.

ASSUMPTION OF RISK: Client agrees to assume all risk of any and all injury and/or damage suffered by engaging in any physical activity, including personal training, or use of any premises, facilities, or equipment owned, leased, or contracted by Trainer, for any purpose. This includes injury or damage sustained while/or resulting from using any premises or facility, or using any equipment, whether provided by Trainer or otherwise, including injuries or damages arising from negligence of Trainer, whether active or passive, or any of Trainer's affiliates, employees, agents, representatives, successors, and assigns. Client agrees to engage in any such activity or use at Client's own risk.

Client agrees that participation in any sporting or recreational activity is voluntary, and assumes all risk of injury, illness, damage, or loss to Client or Client's property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Trainer or otherwise.

RELEASE: Client agrees on behalf of Client and all personal representatives, heirs, executors, administrators, agents, and assigns, to release and discharge Trainer, and Trainer's affiliates, related entities, employees, agents, representatives, successors, and assigns, from any and all claims or causes of action, known or unknown, arising out of the negligence of Trainer, whether active or passive, and any of Trainer's affiliates, employees, agents, representatives, successors, and assigns. The waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from personal training, including injuries resulting from Trainer's or anyone else's negligent inspection or maintenance of the facility or premises.

INDEMNIFICATION: By execution of this agreement, Client hereby agrees to indemnify and hold harmless Trainer from any loss, liability, damage, or cost Trainer may incur due to the provision of personal training by Trainer to Client.

ACKNOWLEDGMENTS: Client expressly agrees that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by law, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Client acknowledges that Trainer offers a service to clients encompassing the entire recreational and/or fitness spectrum. Trainer is not in the business of selling weightlifting equipment, exercise equipment, or other such products to the public, and the use of such items is incidental to the service provided by Trainer. Client acknowledges and agrees that Trainer does not place such items into the stream of commerce. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

By signing below, you acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against trainer for trainer's negligence, or for any defective product used while receiving personal training from trainer. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Client's Full Legal Name (If completing by hand, please print)

Prefix First Name Middle Name Last Name Suffix

Date

Month Day Year

Client Signature
