



**HEALTH.** Client represents that he or she does not have any health condition that strenuous exercise could make worse. Client understands that the trainers of VERY PERSONAL TRAINING are **not** medically trained to monitor the client's health during exercise. Client agrees to contact his or her own medical service provider for any questions regarding his or her ability to exercise safely. This program is solely for client's recreational use.

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In consideration of the permission to use the facilities, equipment, services, premises, and products provided at VERY PERSONAL TRAINING, I understand and agree to all of the following:

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 physical activity with VERY PERSONAL TRAINING. I understand that any physical activity carries with it an inherent risk of injury. Strength training can involve strenuous exertions of various muscles, placing stress on the muscles, bones, and joints. Cardiovascular training can involve sustained physical activity, placing stress on the heart, arteries, and blood pressure. Risk of injury may be minor, such as soreness, sprains, strains, and bruises or serious, such as heart attacks, strokes, paralysis, and death. Having such knowledge, I hereby release VERY PERSONAL TRAINING, their representatives, agents, and successors from liability for accidental injury or illness which I may incur because of participating in said physical activity. I hereby assume all risks connected therewith and consent to participate in said program. I agree to disclose any physical limitations, disabilities, ailments, or impairments which may affect my ability to participate in said fitness program.

All participation is done at the risk of the client and VERY PERSONAL TRAINING is not responsible for any personal injury arising wherefrom. Client attests that he/she is in good medical condition and is physically capable to perform the activities consistent with the services offered by VERY PERSONAL TRAINING.

The client further acknowledges and understands that he or she will be engaging in activities that involve inherent risks, that include, but are not limited to, the risk of serious personal injury, illness, and/or permanent disability and that also involve the risk of severe economic damage. Furthermore, the client acknowledges that there may be risks involved in the activities contemplated by this Agreement which are not known to the client or to VERY PERSONAL TRAINING at the time this Agreement is made effective and may not be foreseen or reasonably foreseeable by any of the parties to this Agreement. **THE CLIENT UNDERSTANDS AND ACCEPTS ALL OF THE FOREGOING RISKS. RECOGNIZING SUCH RISKS, THE CLIENT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY.** By signing this Agreement, the client hereby understands and agrees that he or she waives his or her rights and the rights of his or her heirs, guardians, administrators and executors to all claims arising out of the services contemplated by this Agreement.

The client hereby releases, discharges and forever acquits VERY PERSONAL TRAINING, its directors, officers, owners, employees, volunteers, independent contractors, agents, assigns, successors, vendors, suppliers, equipment manufacturers, lessors, consultants, other clients and all others (hereinafter "all others") associated with VERY PERSONAL TRAINING from any and all liability, claims, demands, actions and causes of action whatsoever, arising out of or related to any economic or property loss, damage or injury that may be sustained by the buyer through his or her use of the equipment (including, but not limited to, treadmills, weight machines, free weights, stair climbing machines, etc.), facilities, services, products and/or premises at VERY PERSONAL TRAINING and/or participation in the services offered by VERY PERSONAL TRAINING. **The client agrees to indemnify and hold harmless VERY PERSONAL TRAINING and all others by paying any associated costs and attorney's fees incurred in the investigation and subsequent defense of any claim(s) or lawsuits arising from the services contemplated by this Agreement if a court of competent jurisdiction finds that VERY PERSONAL TRAINING and/or all others are not liable for the injury or loss alleged.**

**GOVERNING LAW.** This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of New York without giving effect to its choice of law rules. This section shall survive expiration or termination of this Agreement.

**CONSENT TO PHYSICAL CONTACT.** Client understands that during the performance of fitness training at VERY PERSONAL TRAINING touching and the positioning of the client's body may be necessary to perform specific exercises using proper technique and body alignment. Client expressly consents to the physical contact for the stated reasons above.

This waiver and release agreement is intended to be as broad as is allowed under applicable law and applies to any and all claims for damages, regardless of whether they are allegedly caused by the negligence of the club or its employees.

This Waiver of Liability form includes, without limitation, injuries which may occur as a result of: (1) the client's use of any exercise equipment or facilities which may malfunction or break, (2) the club's improper maintenance of any exercise equipment or facilities, (3) the club's negligent instruction or supervision, including personal training, and (4) the client slipping and falling while at the facility or on any portion of the premises for any reason, including VERY PERSONAL TRAINING'S negligent inspection or maintenance of its facility.

**HEADINGS.** The headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

**I, THE CLIENT, HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS FOR MYSELF. I RELEASE VERY PERSONAL TRAINING AND ALL OTHERS FROM ANY CLAIMS OF NEGLIGENCE RESULTING IN PERSONAL INJURY AND ANY PROPERTY LOSS CLAIMS.**

**IN WITNESS WHEREOF,** I have hereunto set my hand on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CLIENT'S NAME PRINTED:** \_\_\_\_\_

**CLIENT'S SIGNATURE:** \_\_\_\_\_

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**IF APPLICABLE IS UNDER EIGHTEEN (18) YEARS OF AGE, SIGNATURE OF PARENT OR LEGAL GUARDIAN:** I hereby consent to my child's physical activity as described above. I acknowledge that I have carefully read this Agreement and fully understand that it is a release of liability on behalf of myself and my child, I expressly release and discharge VERY PERSONAL TRAINING and all others from any and claims or cause of action, and I agree to voluntarily give up or waive any right that my child or I may otherwise have to bring a legal action against VERY PERSONAL TRAINING and all others for personal injury or property damage.

\_\_\_\_\_  
Parent/Legal Guardian

\_\_\_\_\_  
Date