

Release of Liability, Waiver of Claims, and Indemnity Agreement

PLEASE READ CAREFULLY.

By signing this document, you will waive certain legal rights, including the right to sue.

To: The company doing business as (Forever Active) hereinafter referred to as (Forever Active)

Release of Liability, waiver of claims and indemnity agreement

In consideration of (Forever Active) permitting my use of its services and fitness facility for the duration of the personal training program; I hereby agree to the following:

- To waive any and all claims that I have, or may in the future have, against (Forever Active) and its owner, operators, agents and representatives (all of whom are collectively known as "the Releasees.").
I have read, understood and agree to this term: _____(initial)
- To release the Releasees from any and all claims of all kind (except as prevented by statute) for any injury, loss, damage, expense, cost or relief of any kind, resulting from or arising out of or connected with my use of service or my participation in any activities offered by (Forever Active), including without restriction, claims arising from excessive exertion, from the condition of the equipment or premises or facilities, from the conduct of other members of third parties, and from negligence, including gross negligence, trespass, breach of contract, vicarious liability for any others person's act or omission, or breach of any statutory or other duty of care, including any duty of care owed under the Occupiers Liability Act, R.S.B.C. 1979, C.303, on the part of the Releasees. **I have read, understood and agree to this term: _____(initial)**
- To hold harmless and indemnify the Releasees from any and all liability for any damage to property of, or personal injury to any third party, resulting from my use of services, facilities and participation in any (Forever Active) activities. **I have read, understood and agree to this term: _____(initial)**

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns the Releasees other than what is set forth in this Agreement.

I have read, understood and agree to this term: _____(initial)

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement

I have read and understand this Agreement and I am aware that signing this Agreement I am waiving certain legal rights which my heirs, next of Kin, executors, administrators and assigns my have against the Releasees.

Signed this _____ day of _____, 20__	Client (please print full name)
Witness (Print Name)	Client Signature
Witness (Signature)	Signature of Guardian (if client is under 19 years)

604.317.6718
(Forever Active)

Informed Consent and Knowledge of Agreement

I, _____, wish to participate in physical activity and exercise program and have decided to hire (Forever Active) as my Personal Trainer at the agreed upon rate. **I have read, understood and agree to this term :____(initial)**

I understand that my trainer is certified and qualified in Personal Training and will design and teach to me a training program that best suits my needs and capabilities. I understand that in the course of my participation in exercise, there exists, although remote, the possibility that I may experience some adverse changes in my blood pressure, heart rhythm and/or state of well-being, including the very rare possibility of a heart attack, stroke or even death. I understand that every effort has been made to, and will continue to be made, by my Personal Trainer, to minimize these occurrences before, during and after each training session. **I have read understood and agree to this term: ____ (initial)**

I understand that the results of any fitness program cannot be guaranteed and that my progress depends on, among other things, my effort and co-operation in and outside of the sessions. **I have read, understood and agree to this term :____(initial)**

I understand that the Personal Trainer's role and responsibility in this relationship is to provide me with a safe, effective program, guidance and support in using the program, and finally, provide the knowledge and resources so that I may achieve my goals myself. **I have read, understood and agree to this term :____(initial)**

I understand and agree that it is my responsibility to inform my Personal Trainer of any conditions or changes in my health, now and on-going, which might affect my ability to exercise safely and with minimal risk of injury. **I have read, understood and agree to this term :____(initial)**

I certify that the answers to the questions outlined on the PAR-Q form (page 1) are true and complete to the best of my knowledge. I acknowledge that medical clearance is required prior to participating in exercise, if I have answered "Yes" to any of the questions on the PAR-Q form. **I have read, understood and agree to this term : _____(initial)**

I understand that should I feel light-headed, faint, dizzy, nauseated, or experience pain/discomfort that I am to stop the activity & inform my Personal Trainer immediately.

I have read, understood and agree to this term :_____(initial)

I understand that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my training sessions. **I have read, understood and agree to this term :____(initial)**

I understand that all sessions are 55 minute in duration or less and should I arrive late, there is no guarantee I will receive the 55 minute session with my trainer. **I have read, understood and agree to this term :____(initial)**

I understand that my Personal Trainer works on a pre-paid basis and once my trainer and I have decided upon the number of sessions that payment is to be made prior to training sessions beginning. **I have read, understood and agree to this term :____(initial)**

I understand that my Personal Trainer works on a scheduled appointment basis and thus, requires that I provide 24 hours notice when cancelling an appointment. I understand that I will not be no charged should I cancel with more than 24 hours notice, however, if I cancel with LESS than 24 hours notice, then I will be charged the full amount for that session. **I have read, understood and agree to this term :____(initial)**

Important: Do not sign this document until you have reviewed it with your Personal Trainer and are satisfied with the answers to your questions.