



# Adaptive Workouts

## INFORMED CONSENT, RELEASE, AND WAIVER OF LIABILITY AND INDEMNITY

I, [ \_\_\_\_\_ ], undersigned below, (a "Client"), hereby acknowledge and agree that my use of facilities, services, equipment or premises at Adaptive Workouts (a "Studio"), involves risks of injury to persons and property, including those described below, and I assume full responsibility for such risks. In consideration of being permitted to enter any facility of Studio for any purpose including, but not limited to, observation, use of facilities, services or equipment or participation in any way, I agree to the following:

**1) Assumption of Risk.** I acknowledge that my participation in the program is completely voluntary. I agree that there is an inherent risk associated with engaging in any physical exercise or activity, including personal training, entering Studio premises, or using the facility or any equipment for any purpose, I do so at my own risk and assume the risk of any and all injury and/or damage I may suffer, whether while engaging in physical exercise or not. This assumption of risk includes injury or damage sustained while and/or resulting from using any Studio premises for any purpose, or using any equipment, whether provided to me by the Studio or otherwise, including injuries or damages arising out of the negligence of the Studio, whether active or passive, or any of Studio's affiliates, employees, agents, representatives, successors, assigns and trainers. This assumption of risk includes, but is not limited to use of any exercise equipment (mechanical or otherwise), sports fields, courts, or other areas, locker rooms, sidewalks, parking lots, stairs, pools, whirlpools, saunas, steam rooms, lobby or other general areas of any facilities, or any equipment. I assume the risk of my participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities, aquatic activities, tennis, basketball, volleyball, racquetball, or any other sporting or recreational endeavor. I agree that I am voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to me or my property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of the Studio or otherwise.

**2) Ability to Participate.** I understand that physical exercise can be strenuous and subject to risk of serious injury, and that Studio urges me to obtain a physical examination from a doctor before participating in any exercise activity. Such risk of injury includes, but is not limited to: injuries arising from my or others' use of exercise equipment and machines; injuries arising from my or others' participation in supervised or unsupervised activities or programs at a Studio; injuries and medical disorders arising from exercising at a Studio such as heart attacks, strokes, heat stress, sprains, broken bones, and torn muscles and ligaments, among others; and accidental injuries occurring anywhere in the Studio facilities or on the premises where the Studio is located. I understand that it is my responsibility to **(a)** disclose any existing and report new health issues or medications relevant to my participation in any exercise program, **(b)** inform trainer about activities I do not feel comfortable with, **(c)** cease exercise and report promptly any unusual feelings (chest discomfort, nausea, difficulty breathing, pain) during the exercise or afterwards. I represent **(a)** that I am in good physical condition and have no disability, illness, or other condition that could prevent me from exercising without injury or impairment of health, **(b)** that I have consulted a physician concerning an exercise program that will not risk injury to me or impairment of my health, and **(c)** any recommendation for changes in diet including the use of food supplements and weight reduction products is entirely my responsibility and Studio advises that I consult a physician prior to undergoing any dietary or food supplement changes. I also understand that during the performance of my personal fitness training program physical touching and positioning of my body may be necessary to assess my muscular and bodily reactions to specific exercises, as well as to ensure that I am using proper technique and body alignment. I expressly consent to the physical contact for the stated reasons above.

Client Initial acknowledging he/she is physically able to participate in Studio activities:

**3) Indemnification.** I hereby release and hold Studio, its owner, Vokamis, Inc., its directors, officers, employees, and agents harmless from all liability to me and my personal representatives, assigns, heirs and next of kin for any loss or damage, and forever give up any claim or demands therefore, on account of any injury to me or my property, including injury leading to my death, whether caused by the active or passive negligence of Studio or otherwise, to the fullest extent permitted by law, while I am in, upon, or about Studio premises or using any Studio facilities, services or equipment. I also hereby agree to indemnify Studio from any loss, liability, damage or cost Studio may incur due to my presence in, upon or about the Studio premises or in any way observing or using any facilities or equipment of Studio whether caused by my negligence or otherwise.

**4) Acknowledgments.** I expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I acknowledge that Studio offers a service to his/her clients encompassing the entire recreational and/or fitness spectrum. Studio 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 Studio. I acknowledge and agree that Studio 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.

**I acknowledge that I have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. I am aware and agree that by executing this waiver and release, I am giving up your right to bring a legal action or assert a claim against Studio for Studio's negligence, or for any defective product used while receiving personal training from Studio. I 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 Signature  Date

Witness Signature  Witness Name