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Waiver and Assumption of Risk for Workouts in Client's Home or Office

This Agreement is dated this _____ day of _____, 200__, by and between
_____ (“Client”) and _____ (“Trainer”).

I, _____, have requested that Trainer conduct my personal training sessions in my home or office, and hereby agree as follows:

1. I may provide some or all of the exercise and/or fitness equipment to be used in connection with my fitness program and the associated workouts (the “Equipment”).
2. I acknowledge and agree that Trainer has not inspected the Equipment, and that I have sole custody and control of the area in my home or office where it is to be used and stored, and that I am solely responsible for the condition and maintenance of the Equipment.
3. I have sole control over the area in my home or office where my workouts are to be performed.
4. I hereby assume any and all risks arising from or connected with any hazardous condition, known or unknown, in my home or office, in the specific area in which the workouts are conducted or otherwise, that may result in any injury during, or thereafter associated with, any workout with Trainer. Further, I agree to hold Trainer harmless from any loss or damage resulting from, or associated with, any injury or condition that I sustain resulting from any such condition.
5. I hereby assume any and all risks associated with the location, design, and material condition of the Equipment, and agree to hold Trainer harmless from any loss or damage resulting from, or associated with, any injury or condition that I sustain resulting from the location, design, material condition, or use of the Equipment.
6. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) equipment that may malfunction or break; (b) any slip, fall, or dropping

of equipment; (c) any improper maintenance of equipment or facilities; (d) any hazardous condition that may exist on the premises, including the specific workout area, my home or office, and the surrounding property; and (e) your negligent instruction or supervision.

I acknowledge that I have thoroughly read this document and fully understand that it is a release of liability. By signing this document, I am waiving any right I or my successors might have to bring a legal action or assert a claim against Trainer for your negligence or that of your employees, agents, or contractors.

Client's signature

Date

Please print name

Parent or legal guardian (if participant is under age eighteen) Date