



# URBAN PERSONAL TRAINING

## CLIENT TRAINING AGREEMENT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

You are advised that athletic activity and training are POTENTIALLY DANGEROUS RECREATIONAL ACTIVITIES with OBVIOUS RISKS as defined by the Civil Liability Amendment (Personal Responsibility) Act. YOU ARE PARTICIPATING AT YOUR OWN RISK.

Participants Name: ..... Date of Birth: .....

Address:.....

Email:..... Contact Number:.....

Emergency Contact Name: ..... Emergency Contact Number: .....

### Definitions

In this agreement;

- a. The term "ATHLETIC ACTIVITY" or "ATHLETIC ACTIVITIES" or "TRAINING" includes but is not limited to personal training, fitness classes, strength conditioning, interval training, bodyweight conditioning, stretching, running and training in parks, recreational areas, playgrounds, car parks, and sidewalks, and services provided to the participant by Urban Personal Training.
- b. The term "INJURY" shall refer to all forms of physical, mental and emotional injury in any way related to athletic activity and training activities.

### Waiver and Release of Liability

I, the undersigned, am aware that there are significant risks involved in all aspects of athletic activities and physical training. These risks include, but are not limited to: falls which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains.

I am aware that any of the above mentioned risks may result in serious injury or death to myself and or my partner(s).

I understand that the training may involve weightlifting, bodyweight exercises and other high exertion activities, and 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 session.

I understand that should I feel light-headed, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity and inform my trainer.

I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at, or under direction of Urban Personal Training.

I am aware that this agreement is ongoing and will apply to all future occasions I participate in with Urban Personal Training.

I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

### Release

In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by Urban Personal Training, I hereby release Urban Personal Training, their principals, agents, employees, and trainers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

I give permission for Urban Personal Training staff and trainers to seek emergency medical services for me should I become injured or ill, with the understanding that I am responsible for any expense incurred. If I am signing on behalf of a minor child, I also give full permission for any person connected with Urban Personal Training to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility.

INITIAL: .....

**Indemnification**

The participant recognises that there is a risk involved in the types of activities offered by Urban Personal Training. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence.

Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Urban Personal Training, their principals, agents, employees, trainers, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligence or intentional act or omission while participating in activities offered by Urban Personal Training, at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by Urban Personal Training.

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission.

**Photography and Video**

I, the participant acknowledge that I may be photographed of videotaped during training. I hereby consent to the use of these photographs and/or video without compensation, on the Urban Personal Training website or advertising material produced and/or published by Urban Personal Training.

**Payments and Cancellations**

Payments can be made via Direct Deposit, Paypal or Cash. Payments for term classes need to be paid in advance prior to your first session or per the terms set out for the particular activity. The participant understands and agrees that cancellations within 24 hours of their agreed session time MAY be forfeited.

**Waiver Release Verification**

I HAVE READ this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extend allowed by law. I have had the opportunity to personally discuss with the trainers the potential dangers incidental to engaging in these activities.

Signature of participant: ..... Date:.....

**Minor Waiver Release Verification**

As parent or guardian, I am signing this document on behalf of my minor child and on behalf of all the child’s parents and guardians, ad we agree to be specifically bound to all the terms and conditions of this Waiver and Release of Liability, Assumption of Risk and Indemnity.

I have read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, and fully understand its terms, understand that we have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance or guarantee made to me.

I intend my signature to be a complete and unconditional release of all liability to the greatest extend allowed by law and further agree to indemnify and save and hold harmless Releasees in the event of a claim or suit by or on behalf of the minor child.

Additionally, I understand the risks of injury while participating in the activities and have had the opportunity to personally discuss with the trainers the potential dangers incidental to engaging in these activities.

Signature of Parent/Guardian: .....

Print Name: ..... Date:.....

Trainer (Print): .....

Signature: ..... Date:.....