

# ROCK SOLID FITNESS Liability Waiver and Service Agreement

I, \_\_\_\_\_ (hereinafter referred to as "Client") on \_\_\_\_\_ (Date) enter into this Agreement by and between ROCK SOLID FITNESS, which will be providing \_\_\_\_\_ services through sole proprietors (hereinafter referred to as "Trainer"). Trainer may conduct Client's Personal Training services at a park, school, or Client's home, office or other location (herein "Studio", "Home", "Office", or "Location", or referred to collectively as "Location", with said Training services to be provided pursuant to an agreed upon fee schedule, and Trainer agrees to provide said training sessions subject to Client's agreement to the following terms and conditions.

**ASSUMPTION OF RISK:** I am aware that all activities associated with receiving personal training instruction from Trainer including, but not limited to activities involving aerobic exercise, stretching exercise, running and weight lifting, as well as additional strenuous exercise and/or exertion of strength, and other sustained physical activities which place stress on the cardiorespiratory and muscular systems (collectively referred to as "Training"), are and can be hazardous activities that include certain risks and dangers, including but not limited to, catastrophic injuries, including paralysis, other serious injury and death. I VOLUNTARILY ACCEPT FULL RESPONSIBILITY OF ALL RISKS INVOLVED, INCLUDING RISKS FROM PARTICIPATING IN ANY WAY IN THE TRAINING, USE OF EQUIPMENT PROVIDED BY THE TRAINER OR USE OF EQUIPMENT I PROVIDE, WHETHER THE TRAINING OCCURS AT THE STUDIO, PARK, MY HOME OR AT ANY OTHER LOCATION.

**WAIVER:** In consideration of my participation in the Training provided by Trainer I, myself, my heirs, executors, administrators or assigns, do hereby release, waive, discharge and covenant not to sue Trainer and/or its members, managers, officers, directors, agents, and affiliated entities (Hereinafter referred to as "Releasees") from liability, from any and all claims, including the negligence of Trainer resulting in personal injury, accident or illnesses (Including Death) and property loss arising from, but not limited to, participation in the Training and use of facilities, premises or equipment wherever located and by whomever provided. In further consideration for the right to use equipment provided by Trainer or equipment at another location, I acknowledge and agree that Trainer has not inspected the equipment at the Location or the suitability for the training. I expressly release, hold harmless, discharge and indemnify (Including costs and attorney's fees) Trainer and Releasees for any loss, injury or damage (including Death) from any cause, including negligence arising out of any Location, and/ or arising out of the use of my equipment or equipment provided by Trainer.

**SEVERABILITY AND JURISDICTION:** I further expressly agree that the foregoing provisions in this Agreement are intended to be as broad and inclusive as permitted by the laws of the State of Washington and if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further acknowledge and agree that this Agreement shall be governed by and shall be construed in accordance with the laws of the State of Washington. Any claims or legal actions by one party against the other shall be commenced and maintained in the state courts of the State of Washington and the parties hereby submit to the jurisdiction and venue of any such court in Yakima County.

**INDEMNIFICATION AND HOLD HARMLESS:** I also agree to INDEMNIFY AND HOLD Trainer and all Releasees harmless of any and all claims, actions, suits, procedures, costs, expenses, duties and liabilities, including attorney's fees brought as a result of my Training with Trainer and to reimburse Trainer for any such expenses incurred.

**ARBITRATION:** Any controversies or disputes arising out of or connected to the enforcement or interpretation of this Agreement shall be decided by final and binding arbitration before a single arbitrator pursuant to the governing rules of the Washington State Arbitration Act. The arbitrator's cost and fees shall be paid equally by the parties. The prevailing party in such arbitration shall be entitled to recover all reasonable attorneys' fees and costs incurred, as awarded by the Arbitrator. The venue for the arbitration shall lie in Yakima County, Washington unless otherwise agreed by the parties. Any arbitration award may be enforced by judgment entered in the Superior Court of Washington State of Yakima County.

Initial \_\_\_\_\_ **PHYSICIAN APPROVAL:** I have represented to Trainer that I have either a) been given a physician's permission to participate in the Training, or b) voluntarily participate in the Training and accept all risks related to the Training without the approval of my physician(s). I represent that I am not aware of any medical or physical condition that would prevent me from participating in the Training or from using equipment or facilities which pose a serious health risk to me. I further acknowledge and agree that I am not obligated to participate in any Training that I do not wish to participate in. I will inform Trainer immediately if I do not wish to participate in any specific Training.

Initial \_\_\_\_\_ **NAME AND LIKENESS RELEASE:** I understand that Trainer, may photograph or video me prior to, during the delivery of Training, or at the completion of Training and I agree to allow Trainer to use photographs and videos of me, as well as, name and likeness for promotional purposes.

Initial \_\_\_\_\_ **MISSED SESSIONS:** Missed sessions can only be made up if agreed upon by both parties in advance. Typically each 4 week session has 12 training sessions (3 days/week) and end on specific days unless agreed upon before the program begins.

**ACKNOWLEDGEMENT OF UNDERSTANDING:** I have read the Assumption of Risk, Waiver of Liability, provisions in this Agreement and I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the Agreement freely and voluntarily and intend, by my signature that this document be a complete and unconditional release of liability to the greatest extent of the law. I further certify that I have fully read and understand the terms of this agreement and will comply with the contents herein.

\_\_\_\_\_  
Client Name (Please Print)

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date