

Well Past Forty and Client Liability Waiver and Service Agreement

This form must be completed and dually signed before training can begin.

Certified Personal Trainer and Client – Liability Waiver and Service Agreement

I, _____ (hereafter referred to as the “Client” on _____ 2013 (today’s date) enter into this Agreement by and between Well Past Forty (2030 Associated dba) which will provide services by David Frost, CPT (NASM, NFPT, NCCPT) as “Trainer”.

This service provider may conduct Client’s Personal Training at a mutually agreed to location (park, gym, Client’s home or at the Well Past Forty Box in Rancho Bernardo,, San Diego, CA 92127). These sites are collectively referred to as “Location” with stated services to be provided per an agreed upon payment fee. The Trainer agrees to provide the stated wellness and fitness sessions subject to the Client’s agreement to these terms and conditions.

Assumption of Risk:

I, as Client, am aware that all activities associated with the receipt of personal training from “Trainer” include, but are not limited to these activities: aerobic exercises, stretching, resistance training, and other strenuous efforts / exertions. These efforts, when sustained, place stress on my cardio-respiratory and muscular / skeletal systems. These activities can include certain risks and dangers, which could be catastrophic or life-threatening.

I voluntarily accept full responsibility of all Training risks involved; including risks from participating in any way in the training, use of equipment provided by the Trainer, or use of the equipment that I provide, or is provided at any training Location.

WAIVER:

In consideration of my participation in the Training provided by the Trainer:

I, myself, heirs, executors, administrators or assignees, do hereby release, waive, discharge and covenant not to sue the Trainer and/or its affiliated entities / agents (hereafter referred to as “Releases”) from all liability, any and all claims, including injury, accidents, illness(including death) and/or property loss arising from, but not limited to participation on 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 the Trainer or equipment at another Training location; I acknowledge and agree that the Trainer has not inspected the equipment at the location or the suitability for Client training. I expressly release, hold harmless, discharge and indemnify (including costs and attorney’s fees) Trainer and Releases 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.

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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 California 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 California. Any claims or legal actions by one party against the other shall be commenced and maintained in the state courts of the State of California and the parties hereby submit to the jurisdiction and venue of any such court in San Diego County.

INDEMNIFICATION AND HOLD HARMLESS:

I also agree to INDEMNIFY and HOLD the Trainer and all Releases 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 California 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 San Diego County, California unless otherwise agreed by the parties. Any arbitration award may be enforced by judgment entered in the Superior Court of the State of California.

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 _____ **MISSED SESSIONS:** Missed sessions can only be made up if agreed upon by both parties in advance.

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 (print) _____

Witness Name _____

Client Signature _____

Witness Signature _____

Date _____

Date: _____

File Dually Signed Copies to both Parties (retain for 18 months)