

Fit U Training, LLC

PARTICIPANT RELEASE AND KNOWLEDGE OF AGREEMENT

1) I, _____, wish to participate in the exercise and training program offered by Fit U Training, LLC. I understand there are inherent risks in participating in a program of strenuous exercise; consequently, I have been examined by a physician of my choice and have obtained his/her approval for my participation in a fitness program within sixty (60) days of the date set forth below. No change has occurred in my physical condition since the date such approval was given which might affect my ability to participate in the fitness program. If a physician has not examined me, I agree to see a physician within sixty (60) days of the date set forth below to obtain his/her approval for my participation in a fitness program. If I choose not to see a physician prior to beginning a fitness program, I do so strictly at my own risk and against recommendation of Fit U Training, LLC. I also agree to provide Fit U Training, LLC with my physician's contact information so that Fit U Training, LLC may receive direct clearance and program recommendation/limitations from my physician. I further agree that Fit U Training, LLC shall not be liable or responsible for any injuries to me resulting from my participation in the fitness program (whether at home, at the training studio, outdoors, or at a corporate, commercial, residential or other fitness facility), and I expressly release and discharge Fit U Training, LLC, its owners, employees, agents and/or assigns from all claims, actions, judgments and the like which I or my heirs, executors, administrators or assigns may have or claim to have as a result of any injury or other damage which may occur in connection with my participation in the fitness program, excepting only an injury caused by an intentional act of such person or persons. This Release shall be binding upon my heirs, executors, administrators, and assigns.

I have read and understand this term: _____(initial)

2) I understand that Fit U Training, LLC will make every reasonable effort to preserve the privacy of the information contained in this Client Health History Questionnaire. I further agree that Fit U Training, LLC shall not be liable or responsible to me for any inadvertent disclosure of the information contained in the Client Health History Questionnaire and I expressly release and discharge Fit U Training, LLC, its owners, employees, agents and/or assigns from all claims, actions, judgment and the like which I or my heirs, executors, administrators or assigns may have or claim to have as a result of any damage which may occur in connection with disclosure of private information contained in the Client Health History Questionnaire. This release shall be binding upon my heirs, executors, administrators and assigns.

I have read and understand this term: _____(initial)

3) I certify that the answers to the questions outlined on the PAR-Q form are true and complete to the best of my knowledge. I acknowledge that medical clearance is requested if I have answered "Yes" to any of the questions on the PAR-Q form. I understand and agree that it is my responsibility to inform all employees of any conditions or changes in my health, now and ongoing, which might affect my ability to exercise safely and with minimal risk of injury.

I have read and understand this term: _____(initial)

4) I understand 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 sessions. I understand that should I feel lightheaded, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity and inform my Personal Trainer, Group Fitness Instructor, or alternate staff.

I have read and understand this term: _____(initial)

5) I understand the results of any fitness program cannot be guaranteed and my progress depends on my effort and cooperation in and outside of the sessions.

I have read and understand this term: _____(initial)

6) I understand that Fit U Training, LLC bills its personal training/boot camp clients on a pre-pay basis. Once my trainer and I have decided upon the type of training package and payment plan I will purchase, payment must be made before the sessions are conducted. Credit cards, cash, and checks made payable to Fit U Training, LLC are all accepted. I understand that all Personal Training/Boot Camp sessions are non-transferable and non-refundable.

I have read and understand this term: _____ (initial)

7) I understand that Fit U Training, LLC operates on a scheduled appointment basis for Private Training sessions and thus requires that I provide 24 hours notice when canceling an appointment. No charge will be levied should I cancel with MORE than 24 hours' notice given. Should I cancel a session with 24 hours' prior notice, I will be charged in full for that session. I understand that Fit U Training, LLC recommends that all cancelled sessions be rescheduled to ensure consistency and progress.

I have read and understand this term: _____ (initial)

8) I understand that during a Personal Training/Group Training/Boot Camp session, my trainer/instructor may have to touch my muscles or joints to correct alignment and/or to focus my concentration on a particular muscle area to be targeted. If I feel uncomfortable or experience any type of discomfort with this form of touch, I will immediately request that it be discontinued.

I have read and understand this term: _____ (initial)

9) I understand that the usage of any nutritional supplements is done under my own will and has not been prescribed by my Personal Trainer or any other Fit U Training, LLC staff/contract member.

I have read and understand this term: _____ (initial)

10) I understand that should my Personal Trainer become ill or is away on holiday, discussion will occur between client and trainer to reschedule the appointment. I also understand that if an instructor/trainer is ill or away on holiday for a scheduled group training/boot camp, all efforts will be made to find a suitable replacement, but on occasion a class might need to be cancelled. In such a case, that paid session will be carried over to the following month.

I have read and understand this term: _____ (initial)

11) I understand that Fit U Training, LLC photographs many of their client events/sessions and I provide Fit U Training, LLC the absolute right and permission to use these pictures/images for any lawful promotional, advertising or marketing purpose.

I have read and understand this term: _____ (initial)

I have read this Release and Terms of Agreement and I understand all of its terms. I sign it voluntarily and with full knowledge of its significance.

CLIENT SIGNATURE

DATE

GUARDIAN'S SIGNATURE

DATE

Required for clients 17 years old and younger

FIT U TRAINING, LLC REPRESENTATIVE DATE