



## Client/Trainer Informed Consent/Release of Liability

**Client Name:** \_\_\_\_\_  
\_\_\_\_\_

### **A. Release of Liability:**

1. In consideration of being allowed to participate in personal fitness assessments, training activities and programs of Elite Fitness and Performance, LLC and to use its facilities, equipment and services, in addition to the payment of any fee or charge, I do hereby forever waive, release and discharge Elite Fitness and Performance, LLC and its officers, agents, employees, representatives, executors and all others acting on their behalf from any and all claims or liabilities for injuries or damages to my person and/or property, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf, arising out of or connected with my participation in any activities, programs or services from Elite Fitness and Performance, LLC or the use of any equipment at various sites, including home, provided by and/or recommended by Elite Fitness and Performance, LLC

2. I have been informed of, understand and am aware that strength, flexibility and aerobic exercise, including the use of equipment, is a potentially hazardous activity. I also have been informed of, understand and am aware that fitness activities involve a risk of injury, including a remote risk of death or serious disability, and that I am voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in these activities or use of equipment or machinery. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in the exercise activities, programs and use of exercise equipment. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise and the use of exercise equipment. I acknowledge that either I have had a physical examination and have been given my physician's permission to participate or I have decided to participate in the exercise activities, programs and use of equipment without the approval of my physician and do hereby assume all responsibility for my participation in said activities, programs and use of equipment.

4. I understand that Elite Fitness and Performance, LLC is providing and maintaining an exercise/fitness program for me does not constitute an acknowledgement, representation or indication of my physiological well-being or a medical opinion relating thereto.

### **B. Photo/Video Release:**

I hereby grant Elite Fitness and Performance, LLC and past, current, or future affiliates permission to use my photograph/video image in any and all publications for Elite Fitness and Performance (and past, current and future affiliates), including website entries, without payment or any other consideration in perpetuity. I hereby authorize Elite Fitness and Performance, LLC (and past, current and future affiliates) to edit, alter, copy, exhibit, publish or distribute all photos and images. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my photo appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph or video images.

**C. Confidentiality & Use of Information:**

I have been informed that the information that is being obtained in the personal fitness program will be confidential and will consequently not be released to any person without my written consent. I do however agree to use this information which is not personally identifiable with me for research so long as the same does not reveal my identity. I also agree to use any information for the purpose of consultation with health care professionals. Any other information obtained will be used by the program staff to prescribe exercise for me and evaluating my progress.

**D. Assessment & Profile:**

I understand that I will undergo an evaluation to identify strengths, weaknesses, and any structural imbalances that may affect my ability to participate in an exercise program. These procedures are not meant to diagnose or treat any disease, illness, or injury.

**E. Payment & Program Guidelines:**

I have agreed to pay for personal training or any other services as per the program policies. Any, semi-private, or group training session will be billed as the correct session type based on attendance if one or more of the trainees fail to attend, the attending trainees will be billed for the appropriate session. If I cannot attend my scheduled session, I will contact my trainer with 24 hours notice of scheduled session. I agree to forfeit my session and pay the full amount if cancellation is not made in a 24 hour period. In the event of time missed due to tardiness, sessions will not be extended.

I hereby hold harmless and release and forever discharge Elite Fitness and Performance (and past, current and future affiliates) from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate which may have or may have by reason of this authorization.

I am competent to contract in my own name. 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. I understand that by signing this form I am waiving valuable legal rights.

**Client Signature:**

\_\_\_\_\_ **Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Print Name: \_\_\_\_\_

Soc Sec # : XXX - XX - \_\_\_\_\_.