

## **WAIVER and RELEASE OF LIABILITY and ASSUMPTION of RISK AGREEMENT**

### **READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS**

I, \_\_\_\_\_, being aware of my own health and physical condition, and having knowledge that my participation in any fitness and exercise program may be injurious to my health, am voluntarily participating in a physical activity – personal training with Fityfe Fitness (aka The Fit Nana).

I certify that I am in good health and have no physical condition that would prevent participation in any physical activities or put me at greater risk for injury. I have consulted with a physician or other medical professional before beginning this fitness and exercise program. I agree that all activities undertaken in connection with Fityfe Fitness (aka The Fit Nana) are conducted at my own risk. I agree to use my personal medical insurance as the sole medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required.

I agree to immediately disclose any physical limitations, disabilities, ailments, or impairments which may affect my ability to participate in said fitness and exercise program.

I agree to observe and obey all rules and warnings, and further agree to follow any oral or written instructions and directions given by Fityfe Fitness (aka The Fit Nana).

By signing up as a participant of any online, virtual, or remote classes or coaching offered by Fityfe Fitness (aka The Fit Nana) on any platform, and by using or following the photos, videos, or documents accessed therein, I agree to the same liability terms that cover any in-person personal training or nutrition coaching as stated elsewhere in this document. I understand that Fityfe Fitness (aka The Fit Nana) cannot offer immediate feedback to my movements, and that an increased risk of injury can present itself when I am working out without direct supervision.

In consideration of Fityfe Fitness (aka The Fit Nana) furnishing personal training and nutrition coaching services, and for other valuable consideration hereby acknowledged, I hereby agree as follows:

I fully understand and acknowledge that (a) risks and dangers exist in my participation in personal training and nutrition coaching services; (b) my participation in such activities and/or the use of training equipment and nutrition coaching products (e.g. recipe packs) may result in my injury or illness including, but not limited to, bodily injury, disease, allergic reactions, strains, fractures, heat stroke, heart attack, death, or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers, or agents of Fityfe Fitness (aka The Fit Nana) as well as the negligence of others including participants, accidents, breaches of contract, the forces of nature, and other causes; and (d) by my participation in these activities and/or the use of training equipment and nutrition coaching products, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the

owners, agents, officers, or employees of Fitylfe Fitness (aka The Fit Nana), or by any other person.

I understand this is a release of liability that is valid FOREVER. I understand that this Waiver and Release of Liability will prevent me or my heirs from filing suit or making any claim for damages in the event of my illness, injury, or death.

I, on behalf of my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Fitylfe Fitness (aka The Fit Nana) and its owners, agents, officers, and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services or otherwise, which may arise out of my use of training equipment and nutrition coaching products or my participation in these activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, or employees of Fitylfe Fitness (aka The Fit Nana). In the event I, my heirs, my legal representative, or any person acting on my behalf files a lawsuit arising out of my participation in personal training and nutrition coaching services, I agree to defend, indemnify, and hold harmless Fitylfe Fitness (aka The Fit Nana) for any damages, attorneys' fees, or costs associated with or arising out of such a lawsuit.

This Waiver and Release of Liability and Assumption of Risk Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. If any portion thereof is held invalid, the remainder shall continue in full legal force and effect.

I have read this Waiver and Release of Liability and Assumption of Risk Agreement fully and understand its terms.

---

Participant's Name (please print clearly)

---

Participant's Signature

---

Date

