

## INFORMED CONSENT, ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT FOR PARTICIPATION IN A PERSONAL TRAINING PROGRAM

### 1. DECLARATIONS

This agreement is entered into between Crystal Coast Wellness and Performance Center and the undersigned (noted in the first person as “I” or as “Client”). The provision of wellness and training services to client, and client’s use of any premises, facilities, or equipment are contingent upon execution of this agreement.

### 2. ASSUMPTION OF RISK

I hereby consent to voluntarily engage in a fitness assessment, including exercise testing, and a training program for improvement of diet, stress management, and health/fitness. The level of exercise I perform will be based upon my cardiorespiratory (heart and lungs) and muscular fitness. I understand that I may be required to undergo a graded exercise test prior to the start of my personal training program in order to evaluate and assess my present level of fitness. I understand that the cardiovascular exercise test will involve progressive stages of increasing effort and that at any time I may terminate the test for any reason. I further understand that during some tests I may be encouraged to work at maximum effort.

The reaction of the cardiovascular system to aerobic or weightlifting activities cannot always be predicted with complete accuracy and I understand that certain physical changes may occur during the exercise testing and training program. Such changes include abnormal blood pressure, fainting, disorders of the heart rate, and very rare instances of heart attack, cardiac arrest, or stroke. I further understand and have been informed that there exists the risk of bodily injury including, but not limited to, injuries to the muscles, ligaments, tendons, and joints of the body. Knowing these risks, it is my desire to participate as herein indicated.

I understand that engaging in any physical exercise by use of equipment is done at my own risk and assume the risk of any and all injury and/or damage I may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, using any equipment, whether provided by trainer/coach or otherwise, including injuries or damages arising out of the negligence of the trainer/coach, whether active or passive, or any of the trainer’s/coach’s affiliates, employees, agents, representatives, successors, and assigns. My assumption of risk includes, but is not limited to, my use of any exercise equipment, sports fields, courts, or other areas, locker rooms, sidewalks, parking lots, stairs, lobby or other general areas of the facility. I assume the risk of participation in any activity, class, program, instruction, or event, including but not limited to, weightlifting, walking, jogging, running, aerobic activities, or any other sporting or recreational endeavor. I agree that I am voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to me or my property that might result, including and without limitation, any loss or theft of any personal property, whether arising out of the negligence of the trainer/coach or otherwise.

### 3. MONITORING AND SUSPENSION OF TRAINING

I understand that I am responsible for monitoring my own condition at all times during testing, exercise, and the training program and should any unusual symptoms occur, I will cease participation and inform the trainer/coach of the symptoms. Such symptoms could include, but are not limited to, nausea, difficulty in breathing, chest discomfort, dizziness, and joint or muscle pain/injury.

I understand that an emergency protocol has been planned and in the event an emergency situation occurs, I am financially responsible for any emergency services that may be necessary.

I understand that I will be given exact personal instructions regarding the amount and kind of exercise I should do by trainer/coach who will provide leadership to direct my activities, monitor my performance, and otherwise evaluate my effort. Depending upon my health status, I may or may not be required to have my blood pressure and heart rate evaluated during these sessions to regulate my exercise within desired limits. I understand that I am expected to attend every session and to follow staff instructions with regard to exercise, stress management, and other health and fitness regarded programs. If I am taking prescribed medications, I have already so informed the program staff and further agree to so inform them promptly of any changes. I understand that the trainer/coach may reduce or stop my exercise program when any of these findings so indicate that this should be done for my safety and benefit.

I understand that during the performance of my fitness training program physical touching and positioning of my body may be necessary to assess my muscular and bodily reactions to specific exercises, as well as



Name: \_\_\_\_\_ Date: \_\_\_\_\_

to ensure that I am using proper technique and body alignment. I expressly consent to the physical contact for the stated reasons above.

4. RELEASE

I agree to assume all risks of the testing, exercise, and the training program and hereby, for myself, my heirs, personal representatives, executors, administrators, agents or assigns, release, indemnify, and hold harmless Crystal Coast Wellness and Performance Center, its member(s), manager(s), and its agents, employees, successors and assigns, from any and all health claims, suits, losses, or causes of action for damages, injury or death, including claims for negligence, arising out of or related to my participation in the fitness assessment, exercise, or training program. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) my use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of the premises or while traveling to or from personal training, including injuries resulting from the trainer's or anyone else's negligent inspection or maintenance of the facility or premises.

5. CONFIDENTIALITY AND USE OF INFORMATION

I have been informed that the information which is obtained in this fitness training program will be treated as privileged and confidential and will consequently not be released or revealed to any person. I permit the use of any information which is not personally identifiable for research and statistical purposes so long as this information does not identify my person or provide facts which could lead to my identification. Any other information obtained, however, will be used only by the program staff to evaluate my exercise status or needs.

I expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the state of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I acknowledge that trainer/coach offers a service to its clients encompassing the entire recreational and/or fitness spectrum and is not in the business of selling weight lifting equipment, exercise equipment, or other such products to the public, and the use of such items is incidental to the service provided by trainer/coach.

I acknowledge that I have carefully read the content of this waiver and release and fully understand that by executing this waiver and release, I am giving up the right to bring legal action or assert a claim against Crystal Coast Wellness and Performance Center, its member(s), manager(s), its agents, employees, successors and/or assigns for injuries to me incurred during training. I have voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

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

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

Parent/Guardian signature (if participant is a minor): \_\_\_\_\_

Date: \_\_\_\_\_

Crystal Coast Wellness Representative Signature: \_\_\_\_\_