

## **Waiver: Assumption of Risk and Release of Liability**

For and in consideration of the design of an exercise program for \_\_\_\_\_  
known as the "CLIENT" by MedFit Training and Education Center ("MedFit"), the CLIENT agrees:

- The CLIENT represents that he/she has been recently examined by a medical doctor and been found able to undertake a program of exercise. \_\_\_\_ *(initial)*
- The CLIENT understands any exercise program shall be undertaken by CLIENT at his/her sole risk \_\_\_\_ *(initial)*
- The CLIENT understands that MedFit shall not be responsible or liable for articles lost or stolen in connection with MedFit's services. \_\_\_\_ *(initial)*
- The CLIENT understands that using the MedFit Training and Education Center involves the risk of injury to you, whether you or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries, including death. \_\_\_\_ *(initial)*
- By signing this agreement, you agree to voluntarily assume any and all injury or damage from as such risks. In consideration of your participation in the activities offered by MedFit, you understand and voluntarily accept this risk and agree that MedFit, its officers, directors, employees, volunteers, agents and independent contractors, will not be liable for any injury, including without limitation, personal, bodily or mental injury, economic loss or any damage to you, your guests or unborn child, resulting from any incident at the Center or the negligent acts or omissions of MedFit, anyone on MedFit's behalf using the Center, or anyone using the Center whether related to exercise or not, and including but not limited to injuries occurring when working with a fitness trainer. \_\_\_\_ *(initial)*
- Further, you understand and acknowledge that MedFit does not manufacture fitness or other equipment at its facility, but purchases or leases equipment. You understand and acknowledge that MedFit is providing services and may not be held liable for defective products or equipment. \_\_\_\_ *(initial)*

**By signing this agreement, you acknowledge and agree that you have read this release of liability and assumption of risk section and know the nature of activities referred to herein and agree to its terms. By signing this agreement you are expressly waiving your right to sue or seek to recover damages and hereby release MedFit from any and all liability/responsibility for any and all injuries or damages incurred anywhere on the MedFit premises.**

\_\_\_\_\_  
Signature of CLIENT

\_\_\_\_\_  
Date