

Impact Fitness and Wellness Solutions, LLC

Personal Training Informed Consent Agreement

Program Objectives

I understand that my physical fitness program is individually tailored to meet the goals and objectives agreed upon by my personal trainer and myself. I understand, however, that my personal trainer cannot guarantee that I will accomplish the goals that I establish. My program goals include (please initial all that apply):

- Cardiovascular improvement Improved muscular endurance
 Increased strength Improved flexibility
 Decreased body fat Weight loss
 Other (list) _____

Description of the Exercise Program

I understand that my exercise program will involve participation in a number of types of fitness activities.

These activities will vary depending upon my established objectives, but will probably include:

- 1) aerobic activities including, but not limited to, the use of treadmills, stationary bicycles, step machines, rowing machines, and running track;
- 2) muscular endurance and strength building exercises including, but not limited to, the use of free weights, weight machines, calisthenics, and other exercise apparatus;
- 3) other activities selected by my personal trainer and agreed upon by me; and
- 4) selected physical fitness and body composition tests.

Description of Potential Risks

My personal trainer has explained that no exercise program is without inherent risks and that, regardless of the care taken by my personal trainer, he (or she) cannot guarantee my personal safety.

For example, when one induces cardiovascular stress through activity, injuries can range from occasional minor injury (e.g., pulled muscles, muscle soreness) to infrequent serious injury (e.g., heart attack, stroke, or other cardiovascular accidents) to the very rare catastrophic incident (e.g., death, paralysis). Likewise, I know that engaging in muscular endurance, strength building, and other fitness activities occasionally results in minor injuries (e.g., bruises, musculo-skeletal strains and sprains), infrequently, more serious injuries (e.g., muscle tears, herniated disks, torn rotator cuffs), and very rarely, catastrophic injury (e.g., death, paralysis).

I realize that when participating in any exercises or conditioning activity, there is always a possibility that minor injuries, major injuries, or catastrophic injury/death may occur.

Description of Potential Benefits

I understand that a regular exercise program has been shown to have definite benefits to general health and well-being. I know that some of the physiological benefits of a regular exercise program can include loss of weight, reduction of body fat, improvement of blood

lipids, lowering of blood pressure, improvement in cardiovascular function, reduction in risk of heart disease, improved strength and muscular endurance, improved posture, and improved flexibility. I further understand that regular exercise can have psychological benefits, often improving one's outlook and feeling of well-being, as well as relieving tension and stress.

Client Responsibilities

I understand that it is my responsibility to:

- 1) fully disclose any health issues (including diabetes, heart problems, seizures, and asthma) or medications that are relevant to participation in a strenuous exercise program;
- 2) inform the trainer if there are activities with which I do not feel comfortable;
- 3) cease exercise and report promptly any unusual feelings (e.g., chest discomfort, nausea, difficulty breathing, apparent injury) during the exercise program; and
- 4) clear my participation with my physician.

Client Acknowledgements

In agreeing to this exercise program, I, the client:

- acknowledge that my participation is completely voluntary.
- understand the potential physical risks involved in the exercise program and believe that the potential benefits outweigh those risks.
- give consent to certain physical touching that may be necessary to ensure proper technique and body alignment.
- understand that the achievement of health or fitness goals cannot be guaranteed.
- have had a voice in planning and approving the activities selected for my exercise program.
- have been able to ask questions regarding any concerns I might have, and have had those questions answered to my satisfaction.
- am in good physical condition, have no impairment which might prevent my participation in such activities, and have been advised to consult a physician prior to beginning this program
- have been advised to cease exercise immediately if I experience unusual discomfort and feel the need to stop.

I have read and understand the above agreement. I have been made fully aware of and understand the potential risks involved in this physical fitness program. I hereby consent to those risks and am freely and voluntarily participating in this program. Finally, I am freely signing this agreement.

Signature of Client

Date

Signature of Trainer

Date

Waiver of Liability, Indemnity Agreement, and Assumption of Risk

Waiver: In consideration of using the services of *Impact Fitness and Wellness Solutions, LLC* (hereafter referred to as IFWS), on behalf of myself, my heirs, personal representatives, or assigns, **I do hereby release**, waive, discharge, and covenant not to sue **IFWS**, its owner, officers, employees, volunteers, and agents, **from liability from any and all claims arising from the ordinary negligence of IFWS** or any of the aforementioned parties.

This agreement applies to:

- 1) personal injury (including death) from accidents or illnesses arising directly or indirectly from participation in activities directed, suggested, or planned by IFWS including, but not limited to, organized activities, classes, instruction, observation, related activities in a non-supervised setting, and use of facilities, premises, or equipment; and to
- 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification and Hold Harmless: I also agree to **hold harmless and indemnify** IFWS, its owner, officers, employees, volunteers, agents, and insurance carriers from all claims (whether initiated by me or by a third party) and to reimburse them for any expenses incurred as a result of my involvement with IFWS. I further agree to pay all expenses, including court costs and attorneys' fees, incurred by IFWS and the aforementioned parties in investigating and defending a claim or suit resulting from my participation in any IFWS fitness and conditioning activities.

Severability and Venue: I further expressly agree that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of Tennessee and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in the District Court or the Federal Court residing where the incident occurred.

Acknowledgment of Understanding: I have read this waiver of liability and indemnification agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue.

I acknowledge that I am signing the agreement freely and voluntarily, **and intend my signature to be a complete and unconditional release of all liability for injury resulting from ordinary negligence** to the greatest extent allowed by law in the State of Tennessee.

Signature of Client

Date

Assumption of Inherent Risks: Fitness and conditioning activities, by their very nature, carry with them certain inherent risks that cannot be eliminated regardless of the care the personal trainer takes to prevent injuries. The personal training activities offered by IFWS provide for activities such as weight lifting, walking, jogging, running, stretching, and other aerobic activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity that places stress on the cardiovascular system. In addition, many activities will involve equipment (e.g., barbells, free weights) and complex machines (e.g., treadmills, stepping machines, stationary bicycles) — all of which have the potential of malfunctioning or causing injury.

The specific risks vary from one activity to another, but in each activity the risks range from 1) occasionally occurring minor injuries such as scratches, bruises, muscle strains, and sprains to 2) rarely occurring major injuries such as ligament damage, broken bones, joint or back injuries, concussions, and heart attacks to 3) the very rare occurrence of catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know the nature of the activities at IFWS, I understand the demands of those activities relative to my physical condition and skill level, and I appreciate the types of injuries that may occur as a result of activities made possible by IFWS. I hereby assert that my participation is voluntary and that I knowingly and willingly assume all such risks.

Acknowledgment of Understanding: I have read this assumption of risk and fully understand its terms.

I acknowledge that I am signing the agreement freely and voluntarily and intend my signature to signify a complete assumption of the inherent risks in any way associated with the personal training program offered by IFWS to the greatest extent allowed by law in the State of Tennessee.

Signature of Client

Date