

Client Waiver AND Agreement

First Name: _____ Last Name: _____ Age: _____
Date of Birth: ____ / ____ / ____
Primary Email: _____ I Was Referred By: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____ Cell Phone: (____) _____
Employer: _____ Occupation: _____

I, _____ (hereinafter referred to as "Client") on _____ (Date) enter into this Agreement by and between Z Training & Therapy, Inc. a Florida Incorporated company, which will be providing services through its employees (hereinafter referred to as "Trainer"). Client has requested that Trainer conduct Client's personal training / Bootcamp / Athletic Performance sessions at Trainer's studio located at 15826 West State Road 84, Sunrise FL 33326 (hereinafter referred to as "Location"), with said Training session to be provided pursuant to the fee schedule herein, and Trainer agrees to provide said Training sessions subject to Client's agreement to the following additional terms and conditions as follows:

ASSUMPTION OF THE RISK: I am aware that all activities associated with receiving personal training instruction from Trainer including, but not limited to activities involving aerobic exercise, stretching exercise, running and weight lifting, as well as additional strenuous exercise and/or exertion of strength, and other sustained physical activities which place stress on the cardiovascular and muscular systems (collectively referred to herein as "Training"), are and can be hazardous activities that include certain risks and dangers, including but not limited to, catastrophic injuries, including paralysis, other serious injury and death. I VOLUNTARILY ACCEPT FULL RESPONSIBILITY OF ALL RISKS INVOLVED, INCLUDING RISKS FROM PARTICIPATING IN ANY WAY IN THE TRAINING USE OF EQUIPMENT PROVIDED BY THE TRAINER OR USE OF EQUIPMENT I PROVIDE, WHETHER THE TRAINING OCCURS AT THE STUDIO, MY HOME, OFFICE OR ANY OTHER LOCATION.

WAIVER: In consideration of my participation in the training provided by Trainer I, for myself, my heirs, executors, administrators or assigns, do hereby release, waive, discharge and covenant not to sue Trainer and/or its members, managers, officers, directors, agents, employees, and affiliated entities (Hereinafter referred to as "Releasees") from liability, from any and all claims, including the negligence of Trainer resulting in personal injury, accident or illnesses. (Including Death) and property loss arising from, but not limited to, participation in the training and use of facilities, premises or equipment wherever located and by whomever provided. In further consideration for the right for the right to use equipment provided by Trainer or equipment at another location, I acknowledge and agree that Trainer has not inspected the equipment at the Location or the suitability of the area for the training. I expressly release, hold harmless, discharge and indemnify (Including costs and attorney's fees) Trainer and Releasees for any loss, injury or damage (Including Death) from any cause, including negligence arising out of any Location, and/or arising out of the use of my equipment or equipment or facilities provided by Trainer.

SEVER-ABILITY AND JURISDICTION: I further expressly agree that the foregoing provisions in this Agreement are intended to be as broad and inclusive as permitted by the laws of the State of Washington and if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further acknowledge and agree that this Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida. Any claims or legal actions by one party against the other shall be commenced and maintained in the state courts of the State of Washington and the parties hereby submit to the jurisdiction and venue of any such court in Broward County.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD Trainer and all Releasees harmless of any and all claims, actions, suits, procedures, costs, expenses, duties and liabilities, including attorney's fees brought as a result of my Training with Trainer and to reimburse Trainer for any such expenses incurred.

ARBITRATION: Any controversies or disputes arising out of or connected to the enforcement or interpretation of this Agreement shall be decided by final and binding arbitration before a single arbitrator pursuant to the governing rules of the Florida Arbitration Act. The Arbitrator's costs and fees shall be paid equally by the parties. The prevailing party in such arbitration shall be entitled to recover all reasonable attorneys' fees and costs incurred, as awarded by the Arbitrator. The venue for the arbitration shall lie in Broward County, Florida unless otherwise agreed by the parties. Any arbitration award may be enforced by judgment entered in the Superior Court of the State of Florida for Broward County.

PHYSICIAN APPROVAL: I have represented to Trainer that I have either a) been given a physician's permission to participate in the Training, or b) voluntary participate in the Training and all risks related to the Training without the approval of my physician(s). I represent that I am not aware of any medical or physical condition that would prevent me from participating in the Training or from using equipment or facilities which pose a serious health risk to me. I further acknowledge that Trainer has relied on my statements as being accurate and complete, as a condition to entering into this Agreement. I further acknowledge and agree that I am not obligated to participate in any Training that I do not wish to participate in. I will inform Trainer immediately if I do not wish to participate in any specific Training.

NAME AND LIKENESS RELEASE: I understand that Trainer, may photograph or video me prior to, during the delivery of Training, or at the completion of Training and I agree to allow Trainer to use photographs and videos of me, as well as, name and likeness for promotional purposes.

Client Waiver AND Agreement

1. Please list any injuries or health conditions that you are aware of?

2. What are you most frustrated with when it comes to getting in shape?

3. What is your biggest obstacle/s when it comes to getting in shape?

4. Why did you decide to start training today and not last week, or last month?

5. What are the main benefits that you would like to achieve with this training? (Be specific)

Initial _____ Commitment to Results: We only work with those who want to get serious results. There will be effort involved and it will be challenging at times. In order to certify your commitment, you are required to show up for EVERY workout - unless you call ahead to reschedule or cancel with a good reason. All appointment cancellations need to be made twenty-four (24) hours prior to the scheduled appointment time to not be considered a "no-show". In the event the client "no-shows" for their scheduled session, the client will be charged for that session. We have no desire or inclination to charge this – this is just to keep you accountable and on track to getting your results.

ACKNOWLEDGEMENT OF UNDERSTANDING: I have read the Assumption of Risk, Waiver of Liability, provisions in this Agreement and 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, by my signature that this document be a complete and unconditional release of liability to the greatest extent allowed by law. I further certify that I have fully read and understand the terms of this agreement and will comply with the contents herein.

Client Name (Please Print)

Parent / Guardian Name
(Required if under 18 years old)

Client Signature

Parent / Guardian Name

Date