



I, \_\_\_\_\_ acknowledge that I, individually, have voluntarily applied to participate in the B FIT Exercise & Nutrition LLC ("**B FIT Exercise & Nutrition**") training program. I understand and acknowledge that there are certain risks and potential risks of athletic training (including risks of danger, serious injury, damage to property and death that could result therefrom). However, I feel that the possible benefits to myself are greater than the risk assumed. I agree to assume any and all risk and liability in connection with my participation in the B FIT Exercise & Nutrition training program.

I am aware that although B FIT Exercise & Nutrition, \_\_\_\_\_ N/A \_\_\_\_\_ ("**Gym**"), its subsidiaries and parent companies, its officers, directors, members, agents, owners and/or employees make reasonable efforts to make each athlete's training a safe and productive experience, that there are inherent risks which occur as a result of such physical activity, especially at high levels of competition.

I hereby acknowledge that B FIT Exercise & Nutrition does not guarantee specific fitness results without my commitment and ability to set and meet clear and realistic goals specific to my health, endurance and strength, with such goals to include, but not limited to, diet and lifestyle changes consistent with the B FIT Exercise & Nutrition program. I accordingly do hereby assume all responsibility for the results that I desire to achieve through my participation in any B FIT Exercise & Nutrition training program.

I acknowledge that an athlete, when training, through no fault of his own, his trainer(s) or the facility may become injured for a variety reasons that are unavoidable.

I represent that I am in good health and suffer from no physical impairment, which would limit my use of B FIT Exercise & Nutrition and Gym facilities or instruction. I further represent that I carry full and complete medical insurance coverage. I acknowledge that B FIT Exercise & Nutrition has not and will not render any medical services including medical diagnosis of my physical condition.

In consideration of being permitted by B FIT Exercise & Nutrition to participate its training program and to use the Gym's facilities, I hereby, intending to be legally bound for myself, my heirs and assigns, executors or administrators and/or guardian of my son/my daughter/my ward specifically agree that B FIT Exercise & Nutrition, its officers, directors, members, owners and employees and agents shall not be liable for any claim, demand, cause of action of any kind whatsoever for, or on account of death, personal injury, property damage or loss of any kind resulting from or in connection with or related to my use of the facilities or participation in any athletic training, exercise or activity within or without the club premises, and I agree to indemnify, defend and hold harmless B FIT Exercise & Nutrition and Gym harmless from same and against any and all losses B FIT Exercise & Nutrition and Gym may incur due to a claim made against them, regardless of whether the claim is based on the negligence of such party.



In additional consideration of being permitted by B FIT Exercise & Nutrition to participate in its training program and to use the Gym's facilities, I hereby permit B FIT Exercise & Nutrition to use my name, image and likeness for promotional purposes limited to its athletic training programs and facilities. B FIT Exercise & Nutrition's promotional mediums include but are not limited to print, radio, flyers, video, television and the Internet.

I acknowledge that I have read this release and waiver and fully understood its contents. I have been fully and completely advised of the potential dangers incidental to engaging in the activity and instruction of athlete training and I am fully aware of the legal consequences of signing this release. I voluntarily agree to the terms and conditions stated above.

I HAVE READ AND FULLY AGREE TO THE TERMS OF THIS WAIVER AND RELEASE. I UNDERSTAND AND CONFIRM THAT BY SIGNING THIS WAIVER AND RELEASE I AM GIVING UP IMPORTANT LEGAL RIGHTS THAT I/MY CHILD AND/OR I MAY HAVE AGAINST THE RELEASED PARTIES. I HAVE SIGNED THIS WAIVER FREELY, VOLUNTARILY, UNDER NO DURESS OR THREAT OF DURESS, WITHOUT INDUCEMENT, PROMISE OR GUARANTEE BEING COMMUNICATED TO ME. MY SIGNATURE IS PROOF OF MY INTENTION TO EXECUTE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL LIABILITY TO THE FULL EXTENT OF THE LAW. I AM MENTALLY COMPETENT TO ENTER INTO SUCH AN AGREEMENT.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**If under 18 years of age:**

*(Please Print)*

Parent/Legal Guardian Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Client Info**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Street Address: \_\_\_\_\_ Apt#: \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #: (     )     -     Email: \_\_\_\_\_ Age: \_\_\_\_\_