

# Personal Trainer and/or Group Exercise Waiver and Release Form



I \_\_\_\_\_, acknowledge that personal training or group exercise program, such as the offered by MKP Fitness to be conducted at \_\_\_\_\_ is designed to improve my personal fitness by providing personalized and motivational attention by a qualified Personal Trainer/Group Fitness instructor. I understand that there may be health risks associated with activities using physical exertion in a Personal Training session/group exercise program. The health risks include, but are not limited to, transit dizziness, fainting, nausea, muscle cramping, musculoskeletal injury, sprains and strains, heart attack, stroke or sudden-death. If I experience any of these or any other symptoms while exercising, I will discontinue the activity, notify the Personal Trainer/group instructor, and consult my physician.

I certify that I am capable of performing physical exercise and acknowledge that I am voluntarily participating in this group exercise program. I am participating in the group exercise program with knowledge of the dangers involved. I understand that I will be fully responsible for complying with any restrictions prescribed for me by my personal physician and that I agreed to consult my personal physician for further evaluation and such medical care as I require.

I acknowledge that my participation in a personal training program or a group exercise program is my sole risk. You are advised to consult with your personal physician before participation in classes or training sessions. If any client refuses to consult their physician before participating in any exercise program they must sign a release of liability form. If recommended by your physician, you should consult with him/her all a regular basis. The Personal Trainer, group instructor or other fitness staff will not be responsible for monitoring your compliance with your physician's recommendations. Even consultation with your regular physician is in no way a guarantee against the possibility of adverse occurrences during a class or a training session.

In consideration for my voluntary participation in the group exercise program, I, my family, heirs, executors, representatives, administrators, and assigns do hereby waive, release, and forever discharge the company known as MKP Fitness, and their respective owners, managers/officers, directors, employees, and agents, facilities; And Personal Trainer, group instructor, from all responsibilities, liabilities and lawsuits, present or future, and causes of action for ordinary negligence, whether foreseeable or unforeseeable, arising out of or related in any manner directly or indirectly, to make use of or access to the MKP Fitness services/programs, and my participation in personal training session or a group exercise class or program. This waiver includes, but is not limited to such claims that may result from any injury, illness, or death, accidental or otherwise, during or arising in anyway from my participation in any exercise or recreation activity or fitness testing associated with personal training or the group exercise program. I hereby agree to expressly assume and except sole responsibility for the risk of injury or death so long as they are not the result of gross negligence by the company known as MKP Fitness and/or as a Personal Trainer or group fitness instructor.

I certify that I have read the above Personal Training/Group Fitness Class Waiver and Release of Liability, had any questions answered to my satisfaction, and if digitally signing below, I acknowledge and agree that my electronic signature (or initials) is legally binding as if signed in writing, in accordance with the E-SIGN Act.

Participants full name: \_\_\_\_\_

Participation/authorized party signature: \_\_\_\_\_

Participants phone number: \_\_\_\_\_

Emergency contact name/relationship: \_\_\_\_\_

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