



## **Informed Consent for Participation in a Health and Fitness Training Program & Liability Waiver**

---

Participant/Client's Printed Name

---

Date of Birth

### **1. Purpose & Explanation of Procedure**

I hereby consent to voluntarily engage in an acceptable plan of personal fitness training. I also give consent to be placed in personal fitness training program activities which are recommended to me for improvement of dietary counseling, stress management, and health/fitness education activities. The levels of exercise I perform will be based upon my cardiorespiratory (heart and lungs) and muscular fitness. I understand that I may be required to undergo a graded exercise test prior to the start of my personal fitness training program in order to evaluate and assess my present level of fitness.

I will be given exact personal instructions regarding the amount and kind of exercise I should do. A professionally trained personal fitness trainer will provide leadership to direct my activities, monitor my performance, and otherwise evaluate my effort. Depending upon my health status, I may or may not be required to have my blood pressure and heart rate evaluated during these sessions to regulate my exercise within desired limits. I understand that I am expected to attend every session and to follow staff instructions with regard to exercise, stress management, and other health and fitness regarded programs. If I am taking prescribed medications, I have already so informed the program staff and further agree to so inform them promptly of any changes which my doctor or I have made with regard to use of these. I will be given the opportunity for periodic assessment and evaluation at regular intervals after the start of the program.

I have been informed that during my participation in the above described personal fitness training program, I will be asked to complete the physical activities unless symptoms such as fatigue, shortness of breath, chest discomfort or similar occurrences appear. At this point, I have been advised that it is my complete right to decrease or stop exercise and that it is my obligation to inform the personal fitness training program personnel of my symptoms, should any develop.

I understand that during the performance of exercise, a personal fitness trainer will periodically monitor my performance and, perhaps measure my pulse, blood pressure, or assess my feelings of effort for the purposes of monitoring my progress. I also understand that the personal fitness trainer may reduce or stop my exercise program when any of these findings so indicate that this should be done for my safety and benefit.

I also understand that during the performance of my personal fitness training program physical touching and positioning of my body may be necessary to assess my muscular and bodily reactions to specific exercises, as well as to ensure that I am using proper technique and body alignment. I expressly consent to the physical contact for the stated reasons above.

---

### **2. Risks**

It is my understanding and I have been informed that there exists the remote possibility during exercise of adverse changes including, but not limited to, abnormal blood pressure, fainting, dizziness, disorders of heart rhythm, and in very rare instances heart attack, stroke, or even death. I further understand and I have been informed that there exists the risk of bodily injury including, but not limited to, injuries to the muscles, ligaments, tendons, and joints of the body. Every effort, I have been told, will be made to minimize these occurrences by proper staff assessments of my condition before each personal fitness training session, staff supervision during exercise and by my own careful control of exercise efforts. I fully understand the risks associated with exercise, including the risk of bodily injury, heart attack, stroke or even death, but knowing these risks, it is my desire to participate as herein indicated.

---

### 3. Waiver and Indemnification

I am familiar with and recognize the danger and risk of injury to person and or property which may result from the use of the personal fitness trainer's facilities, including without limitation, injury from slipping and falling, excess fatigue or stress, muscle strain, or any other unforeseen cause. With full knowledge and understanding of such risks, I agree to use the facilities and the services rendered at my own risk and I PERSONALLY ASSUME THE RISK for any harm, injury, or damage that may occur as a result from use of the personal fitness trainer's facilities. I fully and forever RELEASE, RELINQUISH, ACQUIT, AND DISCHARGE Coach Laura Hamilton LLC, as well as any owners, managers, employees, or agents (collectively, "Released Parties"), from any and all claims, demands, actions, causes of action and rights (whether known, unknown, contingent, accrued, inchoate, or otherwise) which I may have against Coach Laura Hamilton LLC or any other Released Parties arising out of or relating to Coach Laura Hamilton LLC or any other Released Parties' passive or active negligence. I expressly warrant and represent and hereby state and represent that no promise or agreement which is not herein expressed has been made to me in executing this Release and Waiver of Liability and that I am not relying upon any statement or any representation of any of the Released Parties.

---

### 4. Physical Condition of Client

I represent, warrant, and agree that I am in good physical condition and that I have no disability, impairment, or ailment that will prevent me from engaging in active or passive exercise or that should be detrimental to my health, safety, comfort, or physical condition should I engage in active or passive exercise. I acknowledge that the personal fitness trainer has neither made claims as to medical results nor suggested medical treatment to me. I acknowledge that the personal fitness trainer recommended that I consult a physician prior to beginning this exercise program. I understand that it is my responsibility to inform the personal fitness trainer of any pain experienced before, during or after participating in the exercise program so that the exercise may be immediately terminated or modified.

---

### 5. Benefits to Be Expected and Alternatives Available to Exercise

I understand that this program may or may not benefit my physical fitness or general health. I recognize that involvement in the personal fitness training sessions will allow me to learn proper ways to perform conditioning exercises, use fitness equipment and regulate physical effort. These experiences should benefit me by indicating how my physical limitations may affect my ability to perform various physical activities. I further understand that if I closely follow the program instructions, that I will likely improve my exercise capacity and fitness level after a period of 3-6 months.

---

### 6. Confidentiality and Use of Information

I have been informed that the information which is obtained in this personal fitness training program will be treated as privileged and confidential and will consequently not be released or revealed to any person, to the use of any information which is not personally identifiable with me for research and statistical purposes so long as same does not identify my person or provide facts which could lead to my identification. Any other information obtained, however, will be used only by the program staff to evaluate my exercise status or needs.

---

### 7. Inquiries and Freedom of Consent

I have been given an opportunity to ask questions as to the procedures.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, FULLY UNDERSTAND ITS TERMS,**

**UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

---

Participant/Client's Signature

---

Date