

Waiver, Release, and Assumption of Risk Form

I, _____, have volunteered to participate in a fitness program provided to me by Wendy McGannon, dba McGannon Fitness & Nutrition (“Trainer”), which may include, but may not be limited to, resistance training and aerobic or cardiovascular exercise. In consideration of Trainer’s agreement to instruct and train me, I do here now and forever release and discharge and hereby hold harmless Trainer and her respective agents, heirs, assigns, contractors, and employees from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with my participation in this or any exercise program including any injuries resulting there from.

THIS WAIVER AND RELEASE OF LIABILITY INCLUDES, WITHOUT LIMITATION, INJURIES WHICH MAY OCCUR AS A RESULT OF (1) EQUIPMENT BELONGING TO TRAINER OR TO MYSELF THAT MAY MALFUNCTION OR BREAK; (2) ANY SLIP, FALL, DROPPING OF EQUIPMENT; (3) AND/OR NEGLIGENT INSTRUCTION OR SUPERVISION.

I have been informed of, understand and am aware that any exercise program, whether or not requiring the use of exercise equipment, is a potentially hazardous activity. I also have been informed of, understand and am aware that any exercise and/or fitness activities involve a risk of injury, as well as abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability or death, and that I am voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury, regardless of severity, or death.

I have been advised that an examination by a physician should be obtained by anyone prior to commencing a fitness and/or exercise program, or initiating a substantial change in the amount of regular physical activity performed. If I have chosen not to obtain a physician’s consent prior to beginning this fitness program with Trainer, I hereby agree that I am doing so solely at my own risk. In any event, I acknowledge and agree that I assume the risks associated with any and all fitness related activities and/or exercises in which I participate.

I do hereby further declare myself to be over the age of eighteen as of the date of signing this document.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS FORM IN ITS ENTIRETY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST TRAINER FOR YOUR NEGLIGENCE OR THAT OF YOUR EMPLOYEES, AGENTS, OR CONTRACTORS.

This form is an important legal document that explains the risks you are assuming by beginning an exercise program. It is critical that you have read and understand this document completely. If you do not understand any part of this document, it is your ultimate responsibility to ask for clarification prior to signing it.

Participant's signature

Date

Please print name

Parent or legal guardian (if participant is under age eighteen)

Date

Please print name