



**Train Smart
Work Hard**

Waiver, Release, and Assumption of Risk Form

Parent/Guardian must read and initial if participant is under 18 years old

I, _____, have volunteered to participate in a personal fitness program provided to me by **Doylestown Sports Performance, LLC** (“Trainer”), which may include, without limitation, resistance training and aerobic or cardiovascular exercise. In consideration of Trainer’s agreement to instruct and train me either in-person or remotely, I, and any other persons or entities who may claim through me, do hereby now and forever release and discharge and hereby hold harmless Trainer and its members, officers, employees and agents, from any and all claims, demands, damages, rights of action or causes of action of whatsoever kind or nature in law or in equity, including reasonable attorney’s fees and costs, or liabilities for injuries or damages to my person and/or my property, including those caused by any act or omission of Trainer or any of its members, officers, employees and agents, arising out of or in any way connected with my participation in any activities, exercise programs or services of Trainer or the use of any equipment provided and/or recommended by Trainer. (Initials: _____).

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. (Initials: _____).

I do hereby further declare myself to be over the age of eighteen as of the date of signing this document, physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in these activities, whether or not the activities require the use of any equipment. 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. I acknowledge that either I have had a physical examination and have been given my physician's permission to participate or I have decided to participate in the exercise activities, programs, and use of equipment without the approval of my physician. 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. (Initials: _____).





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I understand that all information and services provided by Trainer are of a general nature and are provided for educational purposes only. None of the information or services provided by Trainer is to be taken as medical or other health advice pertaining to any specific health or medical condition that I may have or have had. The information and services provided by Trainer is not a diagnosis, treatment plan, or recommendation for a particular course of action regarding my health and is not intended to provide specific medical advice. (Initials: _____)

I give permission to use my training results in reports, publications, and/or promotional advertising. (Initials: _____)

I give permission to have training photographs and/or videos of me (or my child) used on social media for the sole purpose of advertising. It is understood and agreed that Trainer’s use of my or my child’s name, likeness or activities as described herein shall constitute an acceptable use which shall not require my consent. (Initials: _____)

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 ANY ACT OR OMISSION OF TRAINER OR ANY OF ITS SUCCESSORS, ASSIGNS, MEMBERS, OFFICERS, EMPLOYEES AND AGENTS. (Initials: _____)

This form is an important legal document that explains the risks you are assuming by beginning an exercise program, whether it be in-person or via remote training. 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 or to consult your legal advisor prior to signing it. (Initials: _____)

Participant’s signature

Date

Please print name (participant)

Parent/guardian’s signature (required if participant is under 18 years old)

Date

Please print name (parent/guardian above)

