



## INFORMED CONSENT AND WAIVER AND RELEASE

I do hereby consent to participate in a personal training program that will include weight training and/or cardiovascular exercise. Because physical exercise can be strenuous and subject to risk of serious injury (including but not limited to musculoskeletal injury, spinal injuries, abnormal blood pressure responses, and rare instances heart attack or death), it is urged that you obtain physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You agree that by participating in physical exercise or training activities, you do so entirely at your own risk. Any recommendation for changes in diet including the use of food supplements, weight reduction and/or body building enhancement products are your responsibility and you should consult a physician prior to undergoing any dietary or food supplement changes.

You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness, or death. This waiver and release of liability includes, without limitations, all injuries which may occur as a result of;

- a) your use of all amenities and equipment at VITAL STRENGTH & CONDITIONING facility and your participation in any activity, class, program, personal training, supervision, or instruction,
- b) the sudden and unforeseen malfunctioning of any equipment
- c) our instruction, training, supervision, or dietary recommendations and
- d) your slipping and/or falling while in VITAL STRENGTH & CONDITIONING, on the premises, including adjacent sidewalks and parking areas.

You acknowledge that you have carefully read this "waiver and release" and fully understand that it is release of liability. You acknowledge that you have carefully read the "general rules and regulations of the studio" and fully understand and will abide but those rules at all times. You expressly agree to release and discharge the trainer/instructor from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against VITAL STRENGTH & CONDITIONING for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from. By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally. This Agreement shall be exclusively construed, governed and enforced under the laws of State of Florida without regard to rules governing conflict of laws. The parties agree that the exclusive venue for all actions relating in any manner to this Agreement shall only be in a state court of competent jurisdiction located in Miami-Dade County, Florida. Each party consents and submits to the personal jurisdiction of such courts and irrevocably waives any and all defenses inconsistent with this Section. If the parties or a party to this agreement deems it necessary to enforce its rights in a court of law, the parties hereby agree that each party will be responsible for its own attorneys fees and costs in said litigation, including all appellate levels and proceedings.

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_