**Fitness Services Waiver**

The following is the identifying and contact information for me, the client ("Client"):

Client Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The following is the identifying and contact information of the fitness provider (“Fitness Provider”):

Business Address:

Lifestyle Fitness of Waterloo, LLC

800 North Front Street

Waterloo, Nebraska 68069

Business Contact Number: 402.681.1906

I, the Client named above, wish to participate in the fitness services provided by Fitness Provider, including but not limited to strength, conditioning, cardiovascular, functional, personal, group, small group, HIIT, Boot Camp and other similar types of training or fitness services (collectively, “Fitness Services”), and I, on my own behalf and on behalf of my personal representatives, assigns and heirs, expressly agree to all of the terms and conditions of this Fitness Services Waiver as of the date set forth below.

My initials below indicate that I agree with and understand the following:

\_\_\_\_\_\_\_\_I represent and warrant that I am (a) over the age of 19 and I am able to legally bind myself to the terms of this Fitness Services Waiver; or (b) I am the parent or legal guardian of the Client and I represent and warrant that I am able to enter into this Fitness Services Waiver on the Client’s behalf.

\_\_\_\_\_\_\_\_I represent and warrant that I am in good physical condition and have no physical impairments, injuries or illnesses that would prevent me from participating in the Fitness Services.

\_\_\_\_\_\_\_\_It is my responsibility to consult a physician before participating in the Fitness Services and I affirm I have no medical conditions which would restrict me from participating in any of the Fitness Services.

\_\_\_\_\_\_\_\_I am aware that participation in the Fitness Services involves the risk of injury, and that such injuries may include, but are not limited to, muscle strains, muscle sprains, muscle spasms, heart attacks, raised blood pressure, and broken, fractured, or dislocated bones.

\_\_\_\_\_\_\_\_I agree that the Fitness Provider offers the Fitness Services with no guarantee of results. I agree that I am solely responsible to maintain the diet and fitness regime appropriate for my level of health and stamina, and I agree that any results that occur, whether positive or negative, are the effects of my own personal choices.

\_\_\_\_\_\_\_\_ I agree that participation in the Fitness Services is not a replacement for medical care, and that if I do experience medical issues, I will contact my doctor immediately.

\_\_\_\_\_\_\_\_I agree and verify that all of the information I have given the Fitness Provider and its representatives is accurate, up-to-date, and without the omission of any medical issues.

\_\_\_\_\_\_\_\_I agree and verify that if I have omitted any personal or medical information, whether knowingly or unknowingly, I will hold the Fitness Provider harmless against all liability for any damages that may occur to myself or to others because of my actions or inactions.

\_\_\_\_\_\_\_\_I agree to immediately notify the Fitness Provider of any changes or upcoming changes concerning my physical health and personal information.

\_\_\_\_\_\_\_\_I understand and agree it is my responsibility to immediately inform the Fitness Provider if I find myself in any pain or discomfort before, after, or during the Fitness Services.

\_\_\_\_\_\_\_\_I consent to medical treatment for emergencies that occur during or are related to my participation in the Fitness Services where I am unable to consent to such treatment at the time of the emergency. If I do require medical treatment or attention while or after participating in the Fitness Services, I agree that the medical costs are mine and mine alone and I will indemnify and hold the Fitness Provider harmless from any charges, fees, or costs that I may incur from such treatment. I hereby represent and warrant that I have and will maintain appropriate and sufficient health insurance coverage prior to and during my participation in the Fitness Services.

**ASSUMPTION OF RISK:**  I understand and am aware that my participation in the Fitness Services and my use of the Fitness Provider’s facilities involves risks, including but not limited to the risk of property damage, bodily injury, and death, arising out of my own actions or the actions of others. With the knowledge and understanding of these risks, I choose, of my own will and volition, to participate in the Fitness Services and I assume full responsibility for all risks that may arise out of my participation in the Fitness Services and my use of the Fitness Provider’s facilities. I am also aware there are risks that I may not have considered, yet I assume full responsibility for such unconsidered risks, and I choose, of my own will and volition, to participate in the Fitness Services and use the Fitness Provider’s facilities.

**RELEASE**: I hereby forever waive, release, and discharge the Fitness Provider, its affiliates and their officers, directors, trainers, employees, agents, representatives, successors and assigns (collectively, the “Released Parties”) from any and all liability, claims, demands, actions or rights of action whatsoever arising out of or related to any losses, damages, or injuries, including death, that may be sustained by me, or to any property belonging to me, which are in any way connected with my participation in the Fitness Services or the use of the Fitness Provider’s facilities, whether caused by the negligence of the Released Parties or otherwise, to the fullest extent allowed by law.

**COVENANT NOT TO SUE:**  I agree and covenant that I will not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against the Released Parties for damages of any type arising from my participation in the Fitness Services or use of the Fitness Provider’s facilities, including but not limited to damages arising from the negligence of the Released Parties or otherwise, to the fullest extent allowed by law.

**INDEMNIFICATION:** I agree to indemnify, defend and hold harmless the Released Parties from and against any and all claims, demands, losses, liabilities, damages, or costs, including but not limited to court costs and reasonable attorney's fees, which may arise from or relate to: (a) my participation in the Fitness Services; (b) my use or misuse of Fitness Provider’s facilities; and (c) damage to Fitness Provider’s equipment, facilities or other property arising out of my acts or omissions, in each case of (a) through (c) whether caused by the negligence of the Released Parties or otherwise, to the fullest extent allowed by law. I agree that the Fitness Provider shall be able to select its own legal counsel and may participate in its own defense, if desired, at my cost.

**GOVERNING LAW:** I acknowledge and agree that this Fitness Services Waiver shall be governed in all respects by the laws of the State of Nebraska, and venue for any claim arising out of or related to this document, the Fitness Services or the use of the Fitness Provider’s facilities will be in the federal, state or local courts of Douglas County, Nebraska. In the event that any clause or provision of this document shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions which shall continue to be enforceable.

**Training Services Acknowledgement**

\_\_\_\_\_\_\_\_I understand and agree that should I invest and participate in fitness/personal training; this too, involves the risk of injury, and that such injuries may include, but are not limited to, muscle strains, muscle sprains, muscle spasms, heart attacks, raised blood pressure, and broken, fractured, or dislocated bones.

I further understand and acknowledge that fitness/personal training may require additional investment and once financially committed to, waive the right to refund or any portion thereof.

**Promotional Offering Acknowledgement**

\_\_\_\_\_\_\_\_I understand and agree that should promotional offers be realized at time of signup, they will be revoked, and charged to incoming new members, should they cancel within the first 90 days. In addition, longer membership term promotional offerings are non-refundable (i.e., Buy 9 Months – Get 3 Months FREE).

**I have carefully read this Fitness Services Waiver. I fully understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Client Name  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Client Signature  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**If the Client is under the age of 19, a parent or legal guardian must read and sign this Fitness Services Waiver. I, the Client’s parent or legal guardian, understand the nature of the Fitness Services and the Client’s experience and capabilities and I believe the Client to be capable of safely participating in the Fitness Services. I hereby agree to all of the terms of this Fitness Services Waiver on my own behalf and on behalf of the Client, and I hereby release the Released Parties from any and all liability, claims, demands, actions or rights of action whatsoever arising out of or related to any losses, damages or injuries, including death, that may be sustained by me or the Client, or to any property belonging to me or the Client, which are in any way connected with the Client’s or my participation in the Fitness Services or the use of the Fitness Provider’s facilities, whether caused by the negligence of the Released Parties or otherwise, to the fullest extent allowed by law.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Parent/Guardian Name  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Parent/Guardian Signature  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date