



Date: _____

Name: _____

Phone: _____

Email: _____

Waiver, Release of Claims, Covenant Not to Sue and Hold Harmless Agreement

Please read this form carefully and be aware that, in consideration of participating in a personal training/group exercise program, on-line or in person, provided by GI J Enterprises LLC, and as more fully set forth herein, you will be waiving and releasing all claims for any injuries arising out of the program that you or the participant might sustain. The terms "I", "Me", "Your", and "My" also refer to parents or guardians, heirs, assigns and beneficiaries as well as the participant. In consideration of participation in the personal training program, I agree as follows:

ASSUMPTION OF RISK

Personal training/group exercise programs provided by GI J Enterprises LLC involve vigorous and strenuous physical activity and should only be undertaken by healthy individuals cleared by a licensed physician for participation in any fitness program.

As participant in a personal training/group exercise program with GI J Enterprises LLC, I recognize and acknowledge that there are risks including, but not limited to, physical injury. I agree to assume the full risk of all injuries, including, but not limited to, bodily injury, death, damages, loss of consortium, physical pain and/or ailments, scrapes, bruises, broken bones, concussions, paralysis, soreness, muscle strains, stress injuries, sprains, and/or other losses or injuries which I may sustain as a result of participating, in any manner, in any and all activities connected with or associated with the program. I also agree to assume the full risk of all injuries or damages sustained while and/or arising from using any premises or facility, or using any equipment, whether provided to you by GI J Enterprises LLC or otherwise. I also agree to assume the full risk of all injuries or damages sustained from the use of any exercise equipment (mechanical or otherwise), sports fields, courts, or other areas, streets/sidewalks, parking lots, driveways, walkways, stairs, pools, saunas, lobbies and/or other areas of any other facilities.

This assumption of risk also includes, but is not limited to, all injuries arising out of the passive or active negligence of GI J Enterprises LLC, and/or its employees, owners, agents, servants, governmental bodies, any and all independent contractors, officers, agents, servants, and employees of the governmental bodies and independent contractors, and any and all other persons and entities, including but not limited to Jaynie Falduto

RELEASE AND WAIVER OF LIABILITY

I agree to and hereby waive, release and relinquish any and all past, present and future claims that I may have against GI J Enterprises LLC and/or its employees, owners, agents, servants, governmental bodies, any and all independent contractors, officers, agents, servants, and employees of the governmental bodies and independent contractors, and any and all other persons and entities, including but not limited to Jaynie Falduto. This release and waiver of liability includes, but is not limited to, claims arising from or related to injuries of whatever kind and

nature, including but not limited to, bodily injury, death, damages, loss of consortium, physical pain and/or ailments, scrapes, bruises, broken bones, concussions, paralysis, soreness, muscle strains, stress injuries, sprains, failure to progress toward fitness goals and/or any other losses or injuries of any kind, whether arising from the active or passive negligence of the above-listed persons and entities or otherwise, that I may have or which may occur to me in the future on account of my participation in the personal training/group exercise program. This release and waiver of liability also includes, but is not limited to, claims arising from or related to any and all injuries arising from my use of any premises, facility, exercise equipment (mechanical or otherwise), sports fields, courts, streets/sidewalks, parking lots, driveways, walkways, stairs, pools, saunas, lobbies and/or other areas of any other facilities associated with the personal training/group exercise program.

I hereby fully release and discharge GI J Enterprises LLC and the above persons and entities from any and all claims for injuries, including but not limited to, bodily injury, death, damages, loss of consortium, physical pain and/or ailments, scrapes, bruises, broken bones, concussions, paralysis, soreness, muscle strains, stress injuries, sprains, failure to progress toward fitness goals and/or any other losses or injuries of any kind or nature whatsoever sustained by anyone, and arising out of, connected with, or in any way associated with my conduct, the program, and/or the passive or active negligence of GI J Fitness LLC, the above persons and entities or otherwise. This release and waiver of liability also includes, but is not limited to, claims for injuries by anyone, and arising from or related to my use of any premises, facility, exercise equipment (mechanical or otherwise), sports fields, courts, streets/sidewalks, parking lots, driveways, walkways, stairs, pools, saunas, lobbies and/or other areas of any other facilities associated with the personal training program.

I covenant not to sue GI J Enterprises LLC and/or its employees, owners, agents, servants, governmental bodies, any and all independent contractors, officers, agents, servants, and employees of the governmental bodies and independent contractors, and any and all other persons and entities, including but not limited to Jaynie Falduto, for damages arising out of any and all injuries of whatever kind and nature (past, present or future), including but not limited to, bodily injury, death, damages, loss of consortium, physical pain and/or ailments, scrapes, bruises, broken bones, concussions, paralysis, soreness, muscle strains, stress injuries, sprains, failure to progress toward fitness goals and/or other losses or injuries of any kind, sustained by anyone, including myself, and arising out of, connected with, or in any way associated with my conduct, the program, and/or the passive or active negligence of GI J Fitness LLC and the above parties or otherwise. I further covenant not to sue GI J Enterprises LLC and the above persons and entities for damages arising out of any and all injuries (past, present or future) arising from my use of any premises, facility, exercise equipment (mechanical or otherwise), sports fields, courts, streets/sidewalks, parking lots, driveways, walkways, stairs, pools, saunas, lobbies and/or other areas of any other facilities associated with the personal training program.

INDEMNIFICATION

I agree to and shall indemnify, hold harmless and defend GI J Enterprises LLC and its employees, owners, agents, servants, governmental bodies, any and all independent contractors, officers, agents, servants, and employees of the governmental bodies and independent contractors, and any and all other persons and entities, including but not limited to Jaynie Falduto, against any and all past, present and future claims for injuries of whatever kind and nature, including but not limited to, bodily injury, death, damages, loss of consortium, physical pain and/or ailments, scrapes, bruises, broken bones, concussions, paralysis, soreness, muscle strains, stress injuries, sprains, failure to progress toward fitness goals and/or other losses or injuries of any kind, sustained by anyone, and arising out of, connected with, or in any way associated with my conduct, the program, and/or the passive or active negligence of GI J Fitness LLC and the above parties or otherwise. This duty to indemnify, hold harmless and defend GI J Enterprises LLC and the above persons and entities also includes, but is not limited to, claims arising from or related to any and all injuries arising from my use of any premises, facility, exercise equipment (mechanical or

otherwise), sports fields, lawn courts, streets/sidewalks, parking lots, driveways, walkways, stairs, pools, saunas, lobbies and/or other areas of any other facilities associated with the personal training program.

EMERGENCY CARE

In the event of an emergency, I authorize GI J Enterprises LLC and its employees, owners, agents, servants, governmental bodies, any and all independent contractors, officers, agents, servants, and employees of the governmental bodies and independent contractors, and any and all other persons and entities, including but not limited to Jaynie Falduto, to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for me or my minor child/ward’s immediate care and agree that I will be responsible for payment of any and all medical services.

INTEGRATION AND MERGER CLAUSE

This Waiver, Release of Claims, Covenant Not to Sue and Hold Harmless Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereto and may only be modified or waived by a separate writing executed by the parties.

SEVERABILITY CLAUSE

If any term or provision of this Waiver, Release of Claims, Covenant Not to Sue and Hold Harmless Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term or provision shall be excluded to the extent of such invalidity or unenforceability. All other terms and provisions hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

I understand the nature of the personal training/group exercise program for which I am participating, and have read and fully understand this Waiver, Release, Covenant Not to Sue and Hold Harmless Agreement.

___ I hereby attest that I am in good health and my physical condition has been verified by a licensed medical doctor.

Doctors Name: _____

Doctors Address: _____

(Doctor’s signature and authorization required). (May attach a separate document/script).

___ I AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT AND UNDERSTAND AND AGREE WITH ITS CONTENTS

Signature: _____

Printed Name: _____

Date: _____