

# Steenfit Waiver and Release

The undersigned agreement is between Nikki Steen, D.B.A. Steenfit and client.

**NOTE TO CLIENT: STEENFIT STRONGLY RECOMMENDS THAT ALL PARTICIPANTS IN A PERSONAL TRAINING PROGRAM CONSULT THEIR PHYSICIAN PRIOR TO PARTICIPATION.**

In consideration of STEENFIT's acceptance of me as a client, I, the undersigned, voluntarily waive and release any and all claims that I, or any of my heirs, executors, administrators, and assignees, have or may have in the future against STEENFIT, including employees, agents, affiliates, successors and assigns, or manufactures of the equipment used in connection with a personal training program. In consideration of my working with STEENFIT, I, the undersigned user, agree to comply with STEENFIT's established safety policies and procedures and agree to INDEMNIFY AND HOLD HARMLESS STEENFIT, its officers, agents, owners, and employees from any and all cause of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my use of STEENFIT, whether asserted by STEENFIT or any 3rd parties who may be injured on account of or in any way relating to STEENFIT. I further expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as the State of California will allow and that if any portion thereof is held invalid, it is agreed that that the balance shall continue in full legal force and effect.

1. I understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment, is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death, and I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

(Please initial) \_\_\_\_\_

2. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment and machinery expect as hereinafter stated. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to my physical activity, exercise, and use of exercise and training equipment so I might have his/her recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in activity and use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.

(Please initial) \_\_\_\_\_

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrator and assigns, in event of my death. By signing this agreement, I waive my right to bring an action to recover damages or obtain any other remedy for any injury to myself or my property or for my death, however caused, arising out of my use of STEENFIT, now or any time in the future, whether caused by the STEENFIT negligence or that of its officers, agents, or employees.

I agree to pay for all legal fees accumulated by STEENFIT, incurred by any claims made by me or on my behalf. I certify that I am of lawful age (18 years or older) and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully reading it, of my own free will.

**(Please Print Clearly)**

Signature\_\_\_\_\_

Date\_\_\_\_\_

Name\_\_\_\_\_

Date of birth\_\_\_\_\_

IF CLIENT IS UNDER THE AGE OF 18 YEARS OLD: PARENT/GUARDIAN MUST CONSENT: I, as parent or legal guardian of the above minor under 18 years of age, hereby consent to the terms and conditions set forth in this agreement.

Signature of Parent / Legal Guardian\_\_\_\_\_

Relationship\_\_\_\_\_

Date \_\_\_\_\_

Parent's Name (if under 18)\_\_\_\_\_

Date of birth\_\_\_\_\_