



## PERSONAL TRAINING AGREEMENT & ASSUMPTION OF RISK AND CONSENT



I, \_\_\_\_\_, have been informed, understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment, are potentially hazardous activities. I also have been informed, understand and am aware that fitness activities involve a risk of injury and that I am voluntarily participating in these activities and using equipment with full knowledge, understanding and appreciations of the dangers involved.

When participating in outdoor training, I understand that risks such as, but not limited to, sudden weather changes, encounters with wild animals, loose and unsure footing, cold temperatures, or otherwise reasonable hazards associated with the task, are things that the trainer(s) cannot control and I am responsible for ensuring that I am prepared for these conditions. I understand that precautions will be used during the evaluation/training program to prevent physical injury to me. However, in the event of including, but not limited to, physical injury resulting from the fitness evaluation procedures, equipment usage or training protocols, no medical treatment or monetary compensation will be provided by **JADE Fit**. I assume the full risk associated with my participation in the training programs and hereby, release, indemnify, and hold harmless **JADE Fit**, its partners, employees, and agents from and against any and all claims, damages, or liability arising from or related to my participation in the training programs including, but not limited to, personal injury or death.

I acknowledge that **JADE Fit** is relying solely on information provided by me regarding my medical history and physical condition, in allowing me to participate in any evaluation or training session. I certify that I have made a complete disclosure of my medical history and physical condition, and that the information provided is true and correct. In the event of a medical or accidental emergency first aid may be given at the discretion of the trainer or otherwise suitably trained bystanders trained to give care providing;

- 1) Recipient must provide expressed consent if able to do so otherwise implied consent may be used.
- 2) Recipient may not sue the provider or trainer for First aid given as a result of the experience.
- 3) All records and treatment given is strictly confidential and records of care will be kept for 3 years.

**SESSION CANCELLATION:** I, the client, understand that individual/group session cancellations are to be made at least 24 hours in advance of session start time and date, failure to do so will result in the cancellation of that session, and that I will be charged for the session. I understand that arriving late for a session will also result in cancellation of the session and I will be charged for the session. Extensions on packages will not be given due to infrequent use or cancellation of sessions.

**REFUNDS:** If the client is unable to train due to medical complications a refund will be provided upon disclosure of documentation. Outdoor Fitness: Every effort will be made to keep the date of our outdoor fitness events. In circumstances of extreme weather and the event is cancelled we will provide a credit towards our next outdoor trip or one of our weekly classes or training. Trainer reserves the right to cancel any trips or experience without notice. **No cash refunds are provided for outdoor trips.**

I am 18 years of age or older and I am competent to contract in my own name. I have read this document before signing below, and I fully understand the contents, meaning and impact of this. Assumption of Risk and Consent. This Assumption of Risk and Consent agreement is binding on me, my heirs, executors, administrators, and assigns.

\_\_\_\_\_ Client Signature Date Signed:

