

PARTICIPANT RELEASE AND AGREEMENT

- 1) I, _____, wish to participate in the exercise and training program offered by XO Fitness, LLC. I understand there are inherent risks in participating in a program of strenuous exercise and I agree that XO Fitness, LLC shall not be liable or responsible for any injuries to me resulting from my participation in the fitness program (whether at home, at the training studio, outdoors, or at a corporate, commercial, residential or other fitness facility) and I expressly release and discharge XO Fitness, LLC, its owners, employees, agents and/or assigns, from all claims, actions, judgments and the like which I or my heirs, executors, administrators or assigns may have or claim to have as a result of any injury or other damage which may occur in connection with my participation in the fitness program, including an injury caused by the negligence or intentional act of such person or persons. This release shall be binding upon my heirs, executors, administrators and assigns.

I have read and understand this term: _____(initial)

- 2) I certify that the answers to the questions outlined in the Health History portion of the New Client Questionnaire form are true and complete to the best of my knowledge. I acknowledge that it is my responsibility to obtain physician's approval before I participate in an exercise program. This is strongly advised if I have answered "Yes" to any of the questions on the Health History form or if I am male over the age of 45 or female and over the age of 55. I agree that it is my responsibility to inform my Personal Trainer of any conditions or changes in my health, now and on going, which might affect my ability to exercise safely and with minimal risk of injury.

I have read and understand this term: _____(initial)

- 3) I understand that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my training sessions. I understand that should I feel lightheaded, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity and inform my Personal Trainer.

I have read and understand this term: _____(initial)

- 4) I understand and agree my progress and the results of any fitness program are subject to my effort and cooperation in and outside of the sessions.

I have read and understand this term: _____(initial)

- 5) I understand that all Personal Training rates are based on 30 or 60 minute sessions and should I arrive late, there is no guarantee I will receive the full session with my trainer. In return, if my Personal Trainer is late for a session, I will still receive the full session time.

I have read and understand this term: _____(initial)

- 6) I understand that all Training sessions must be redeemed within one year of purchase.

I have read and understand this term: _____(initial)

- 7) I understand that XO Fitness, LLC operates on a scheduled appointment basis for **Personal Training** and requires that I provide at least 24 hours notice when cancelling an appointment. Should I cancel or reschedule a session with LESS than 24 hours prior notice, I will be charged a cancellation/ rescheduling fee of 10 minutes off my existing training package. If do not notify XO Fitness in advance that I will not be attending my appointment (no show), I understand that I will be charged in full for that session. I understand that XO Fitness, LLC recommends that all cancelled sessions be rescheduled to ensure consistency and fitness progress.

I have read and understand this term: _____(initial)

8) I understand that XO Fitness, LLC operates on a scheduled appointment basis for all **Small Group Training** sessions and requires that I provide at least 24 hours notice when cancelling an appointment. Should I cancel or reschedule a session with LESS than 24 hours prior notice or do not attend (no show), I will be charged in full for that session. I understand that XO Fitness, LLC recommends that all cancelled sessions be rescheduled to ensure consistency and fitness progress.

I have read and understand this term: _____(initial)

9) I understand that during a personal training session, my trainer may have to use Touch Training to correct alignment and/or to focus my concentration on a particular muscle area to be targeted. If I feel uncomfortable or experience any type of discomfort with Touch Training, I will immediately request that my trainer discontinue using this technique.

I have read and understand this term: _____(initial)

10) I understand that the usage of any nutritional supplements is done under my own free will and is not required by my Personal Trainer or XO Fitness, LLC.

I have read and understand this term: _____(initial)

11) I understand that should my Personal Trainer become ill or is away on holidays, another trainer will be assigned to me so that my fitness progress does not suffer. I also understand that in the event that my Personal Trainer is no longer employed by XO Fitness LLC, a suitable Personal Trainer will be re-assigned to oversee my program and workout sessions.

I have read and understand this term: _____(initial)

12) I understand that XO Fitness, LLC may occasionally photograph their client events/sessions and I agree that they may use these pictures for promotional purposes.

I have read and understand this term: _____(initial)

13) I understand and agree that if any portion of this agreement is held invalid by law, the remaining provisions shall remain in effect.

I have read and understand this term: _____(initial)

I have read this Participant Release and Agreement and I understand and agree to all of its terms. I sign it voluntarily and with full knowledge of its significance.

CLIENT

PERSONAL TRAINER

DATE

DATE