



ASSUMPTION OF RISK, WAIVER, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

DECLARATIONS: This Agreement is entered into between Zach Moore Personal Training and/or trainers, ("Trainer") and the undersigned ("Client").

The provision of personal training services by Zach Moore Personal Training to Client, and Client's use of any premises, facilities or equipment are contingent upon this Agreement.

ASSUMPTION OF RISK: You agree that if you engage in any physical exercise or activity, including the use of a personal trainer, or from your home or entering the premises we utilize to conduct personal training or use any facility or equipment on said premises for any purpose, you do so at your own risk and assume all risks associated by any and all injury and/or damage you may incur or suffer, whether while engaging in physical exercise or not.

This includes injury or damage sustained while and/or resulting from using any premise or facility, or using any equipment, whether provided to you by Zach Moore Personal Training or otherwise, including injuries or damages arising out of the negligence of Trainer(s), whether active or passive, or any of the Trainer's affiliates, employees, agents, representatives, successors, and assignees.

Your assumption of risk includes, but is not limited to; your use of any exercise equipment (mechanical or otherwise), sports fields, courts, or other areas including but not limited to locker rooms, sidewalks, parking lots, stairs, pools, whirlpools, saunas, steam rooms, lobby or other general areas of any facilities, or any equipment. You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities, aquatic activities, tennis, basketball, volleyball, racquetball, or any other sporting or recreational endeavor. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that may result in said use, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Trainer(s), your own or otherwise.

RELEASE: You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assignees) to release and discharge Zach Moore Personal Training, "Trainer" (and Trainer's affiliates, related entities, employees, agents, representatives, successors, and assignees) from any and all claims or causes of action (known or unknown) arising out of the negligence of Trainer(s), whether active or passive, or any of Trainer's affiliates, employees, agents, representatives, successors, and assignees. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from personal training, including injuries resulting from Trainer's or anyone else's negligent inspection or maintenance of the facility or premises.



INDEMNIFICATION: By execution of this agreement, you hereby agree to indemnify and hold harmless Zach Moore Personal Training, “Trainer” from any loss, liability, damage, or cost Trainer(s) may incur due to the provision of personal training by Trainer to you.

ACKNOWLEDGMENTS: You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of New York and that if any portion hereof is found to be invalid, it is agreed that the remainder of this agreement shall, notwithstanding, continue in full legal force and effect.

You acknowledge that Zach Moore Personal Training “Trainer” offers a service to their clients encompassing the entire fitness spectrum. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

You acknowledge that you have carefully read this waiver & release agreement and hereby fully understand that it is a release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against Zach Moore Personal Training, for any negligence, or for any defective product used while receiving personal training from Zach Moore Personal Training.

You hereby attest that you have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Date: _____

Print Name: _____

Sign Name: _____