

## **ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT**

**DECLARATIONS:** This Agreement is entered into between personal trainer Matthew Smith (“Trainer”) and the undersigned (“Client”). The provision of outdoor group fitness and/or training services by Trainer 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 personal training, or enter our premises or use any facility or equipment on our premises for any purpose, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to you by Trainer or otherwise, including injuries or damages arising out of the negligence of Trainer, whether active or passive, or any of Trainer’s affiliates, employees, agents, representatives, successors, and assigns.

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, locker rooms, sidewalks, parking lots, stairs, 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, strength training, aquatic activities, or any other sporting, fitness 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 might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Trainer or otherwise.

**RELEASE:** You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Trainer (and Trainer’s affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Trainer, whether active or passive, or any of Trainer’s affiliates, employees, agents, representatives, successors, and assigns.

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 equipment, premises or facilities, (c) 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 Trainer from any loss, liability, damage, or cost Trainer 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 Australian law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

You acknowledge that Trainer offers a service to his/her clients encompassing the entire recreational and/or fitness spectrum. Trainer is not in the business of selling weightlifting equipment, exercise equipment, or other such products to the public, and the use of such items is incidental to the service provided by Trainer.

You acknowledge and agree that Trainer does not place such items into the stream of commerce. 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 and release and 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 trainer for trainer's negligence, or for any defective product used while receiving personal training from trainer. 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.

**PHOTOGRAPHY RELEASE:** I give PRIDE FITNESS, its assigns, successors, licensees, legal representatives, employees and agents the irrevocable right to use my photograph/image and likeness in all forms and manner ("My Image") for the purposes of advertising, media publicity, publication, general display or for any other purposes in whole or in part, including but not limited to publication on Internet websites. I waive any interest that I may have in the copyright to My Image now or at any future time and acknowledge that I am not entitled, nor shall in the future be entitled, to receive any payment or consideration in respect of it and agree to make no claim against PRIDE FITNESS for any payments for the Publication of My Image.

I understand PRIDE FITNESS cannot control unauthorised use of My Image by persons not associated with PRIDE FITNESS upon the Publication of My Image. I forever waive any right to inspect or approve any Publication of My Image by PRIDE FITNESS. I release and indemnify PRIDE FITNESS from any loss, damage, costs, expense, or claim (including consequential loss) connected with the Publication of My Image, including action for defamation, libelous material, breach of privacy, or copyright.

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Date: \_\_\_\_\_

