

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

DECLARATIONS: This Agreement is entered into between exercise physiologist, group exercise instructor, personal trainer, and Yoga instructor Alexandra White (“Exercise Physiologist”) and the undersigned (“Client”). The provision of all fitness and exercise services by Exercise Physiologist to Client, and Client’s use of any exercise regimen, group exercise class, yoga instruction, advice of any kind, personalized workout plan, 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, group exercise classes, yoga or use any equipment whether owned or suggested by Exercise Physiologist or yourself 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, personalized workout plan, group exercise class, yoga or not. This includes injury or damage sustained while and/or resulting using any equipment, whether provided to you by Exercise Physiologist or otherwise, including injuries or damages arising out of the negligence of Exercise Physiologist, whether active or passive, or any of Exercise Physiologist’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), any type of fitness or exercise format included but not limited to group exercise classes and Yoga that is suggested or provided by Exercise Physiologist.

You assume the risk of your participation in any activity, workout program, personalized workout plan, instruction, or event, including but not limited to weightlifting, walking, jogging, running, body weight exercises and aerobic activities.

You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, or damage.

RELEASE: You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Exercise Physiologist (and Exercise Physiologist’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 Exercise Physiologist, whether active or passive, or any of Exercise Physiologist’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 whether owned by Exercise Physiologist or yourself, which may malfunction or break, (b) negligent instruction or supervision, including personal training, group exercise instruction, yoga instruction (c) following the personalized workout plan and or exercise regimen provided by Exercise Physiologist with or without supervision.

INDEMNIFICATION: By execution of this agreement, you hereby agree to indemnify and hold harmless Exercise Physiologist from any loss, liability, damage, or cost Exercise Physiologist may incur due to the provision of personal training by Exercise Physiologist 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 law in the State of West Virginia 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 Exercise Physiologist offers a service to his/her clients encompassing the entire recreational and/or fitness spectrum. Exercise Physiologist 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 Exercise Physiologist

You acknowledge and agree that Exercise Physiologist 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 Exercise Physiologist for Exercise Physiologist's negligence, use of personalized plan, group exercise instruction, Yoga instruction, any and all fitness advice and or exercise regimen, or for any defective product used while receiving personal training from Exercise Physiologist. 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.

Print Name: _____

Sign Name: _____

Date: _____