

PT IN THE D, LLC

Assumption of Risk, Waiver of Liability, and Indemnification Agreement

(This Document is Important. Please read carefully before signing.)

I, _____, freely choose to participate in PT in the D, LLC's ("PTD") personalized health and fitness training program.

I fully understand the nature of the activities I wish to participate in. And I recognize that participation in such activities involves the risk of serious injury, and potentially even the loss of limb or life. Some of the risks are predictable in nature, but unanticipated consequences are also possible. Knowing all of this, I wish to participate in PTD's personal training program and accept the risks and assume the responsibility for my participation.

ASSUMPTION OF INHERENT RISKS: I understand that the inherent risks of personalized health and fitness training, which includes strength-building and cardiovascular activities, vary with the activity, the muscle group involved, and with the equipment used. ***Strength-building activities*** include exercises with free weights, kettle bells, medicine balls, and on apparatus to develop leg strength, arm strength, abdominal strength and strength of various other muscle groups. Strength-building activities place additional and unusual demands upon the body since they involve strenuous maximal, or near-maximal, exertions of force using various muscle groups. ***Cardiovascular activities*** also place additional demands upon the body since they generally involve prolonged moderate to vigorous exercise on running tracks, exercise bikes, treadmills, steppers, and other types of cardiovascular equipment. All activities utilized for developing cardiovascular fitness involve sustained physical activity that places significant stress on the cardiovascular system. Additionally, all types of exercise equipment carry with them risks due to user misuse and equipment failure. Common minor risks of strength-building activities and cardiovascular activities include, but are not limited to, property damage, muscle strains, pulls and sprains, muscular fatigue, cuts, bruising, being struck by moving objects, and post-exercise soreness. More serious risks include, but are not limited to, joint injuries, torn muscles, heat-related illnesses, eye injuries, broken bones, and back, knee or foot injuries. There is also the more remote risk of a catastrophic incident, for example, stroke, heart attack, paralysis, or death. **I understand the types of injuries that may occur as a result of participating in PTD's personal training program. I hereby assert that my participation is voluntary and that I knowingly assume all inherent risks of the activity.**

WAIVER OF LIABILITY FOR ORDINARY NEGLIGENCE: In consideration of permission to voluntarily participate in PTD's personal training program, I (on behalf of my heirs, personal representatives, and assigns) **do hereby release, waive, and discharge PTD**, its officers, employees, volunteers, independent contractors, and agents **from liability from any and all claims arising from the negligence** of PTD, its employees, or agents.

This agreement applies to: (i) personal injury (including death) from incidents or illnesses arising from participation in PTD's personal training program; and (ii) any and all claims resulting from the damage to, loss of, or theft of property.

INDEMNIFICATION: I agree to hold harmless, defend, and indemnify PTD (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) from any and all claims of mine, my spouse, heirs, personal representatives, or assigns arising from my injury or loss due to my participation in PTD's personal training program. **I further agree to hold harmless, defend, and indemnify PTD** (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in PTD's personal training program.

COVENANT NOT TO SUE: I covenant not to sue PTD, its officers, employees, volunteers, independent contractors, or agents for any present or future claim I might have. This includes claims resulting from: (i) the inherent risks of physical conditioning, training, and participating in PTD's personal training program; and (ii) the negligence of PTD, its employees, or its agents.

ASSERTIONS, AUTHORIZATIONS, AND AFFIRMATIONS:

Health Status: I assert that I

- Possess sufficient physical fitness and skill to enable safe participation in the program.
- Do not have any medical problems that would contra-indicate participation in the program.
- Am covered by a 24-hour health and accident insurance policy.

Emergency Care: I authorize or agree to allow PTD, its employees, or agents

- To administer emergency first aid and CPR.
- To secure emergency medical care or transportation when deemed necessary by PTD, its employees, or agents.

I, _____ assume all costs of emergency medical care and transportation.

If any of the above assertions, authorizations, and affirmations cease to be true during the course of the personal training contract, I will immediately inform PTD and will immediately discontinue my participation in any and all PTD activities. Initials: _____

Integration and Severability: I affirm that this agreement **supersedes any and all previous oral or written promises or agreements**. I understand that this is the entire agreement between me and PTD and cannot be modified or changed in any way by representations or statements by any agent or employee of PTD. This agreement may only be amended by a written document signed by all parties. I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification is intended to be as broad and inclusive as is permitted by the laws of the State of Michigan and that if any portion of this agreement is held invalid, it is agreed that the remaining portions of the agreement shall continue in full legal force and effect.

Acknowledgment of Understanding: I am 18 years or older and I have read both pages of this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and **fully understand** its terms. I understand that **I am giving up substantial rights**, including my right to sue. I further acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a **complete and unconditional release of all liability** due to negligence by PTD, its employees, or agents or the inherent risks of the activity, to the greatest extent allowed by law in the State of Michigan.

Participant's Name

Participant's Signature

Date

Emergency Contact Person: _____

Phone: _____