

Waiver and Release of Liability

1. Because physical exercise can be strenuous and subject to risk of serious injury (including but not limited to musculoskeletal injury, spinal injuries, abnormal blood pressure responses, and rare instances heart attack or death), **I am urged to obtain physical examination from a doctor before using any exercise equipment or participating in any exercise activity.**
(Please initial ____)
2. In consideration of being allowed to voluntarily participate in the activities and programs designed and implemented by *Kevin R. Burgess dba Total Human Performance LLC*, **I do hereby waive, release and forever discharge Total Human Performance LLC and its owners, agents, employees, representatives, and all others from any and all responsibilities or liability for injuries, death, or damages resulting from my participation in activities recommended by Total Human Performance LLC.**
(Please initial ____)
3. This waiver and release of liability includes, without limitations, all injuries which may occur as a result of; a) my use of equipment provided by Total Human Performance LLC and my participation in any individual or group activity, class, program, personal training, supervision, or instruction, b) the sudden and unforeseen malfunctioning of any equipment and c) the instruction, training, supervision, or dietary recommendations of Total Human Performance LLC.
(Please initial ____)
4. I understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment, are potentially hazardous activities. I also understand that fitness activities involve a risk of injury or illness and even death and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. Any recommendation for changes in diet including the use of food supplements, weight reduction and/or body building enhancement products are my responsibility and I should consult a physician prior to undergoing any dietary or food supplement changes. **I hereby agree to expressly assume and accept any and all risks of injury, illness, or death.**
(Please initial ____)
5. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and programs of Total Human Performance LLC or use of equipment or machinery except as hereinafter stated below. **I acknowledge that I have either had a physical examination and have been given physician's permission to participate in activity or I am participating without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.**
(Please initial ____)
6. **I acknowledge that I have carefully read this "Waiver and Release"** and fully understand that it is a **release of liability**. You expressly agree to release and discharge the trainer/instructor from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against Total Human Performance LLC for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence. If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

(Please initial ____)

Participant signature: _____ Date: _____

Print Name: _____ Date: _____