

## **Agreement and Liability Release**

1. In consideration of being allowed to participate in the Boot Camp activities and other programs of Your Best You Fitness at Sioux Park Track or other location, indoor or outdoor, as deemed appropriate by the instructor, and to use its facilities, equipment and machinery, in addition to the payment of any fee or charge, I do hereby waive, release and forever discharge and agree to hold harmless the Certified Group Fitness Instructor DANIELLE THEIS all agents of YOUR BEST YOU FITNESS and its directors, officers, agents, employees, representatives, successors and assigns, administrators, executors, and all others from any and all responsibilities or liability from injuries or damages resulting from my participation in any activities or my use of the equipment or machinery in the above mentioned activities including all liability, claims or demands for personal injury, sickness or death, as well as property damage and expenses, of any nature whatsoever which may be incurred by the undersigned, whether the undersigned be a certified teacher or participant of any kind, before, during and after participating in or as a result of the YOUR BEST YOU FITNESS sponsored class, seminar or event. I do also hereby release all of those mentioned and any others acting on their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities included in the Boot Camp or the sponsoring venue or the use of any equipment at Sioux Park Track or other appropriately deemed location.

**IF YOU UNDERSTAND AND AGREE, PLEASE INITIAL \_\_\_\_\_.**

2. 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 the risk of injury and even death, and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

**IF YOU UNDERSTAND AND AGREE, PLEASE INITIAL \_\_\_\_\_.**

3. 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 or use of the equipment or machinery except as hereinafter stated. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise and use of exercise and training equipment so that I might have his/her recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in activity and use of equipment and machinery 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.

**IF YOU UNDERSTAND AND AGREE, PLEASE INITIAL \_\_\_\_\_.**

**DATE                      SIGNATURE                      PRINTED NAME** \_\_\_\_\_