



## Agreement and Release Of Liability

Because physical exercise can be strenuous and subject to risk of serious injury, TRIM30 Fitness (Take Home Personal Trainer, LLC) urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use any club amenity you do so **entirely at your own risk**. You agree that you are voluntarily participating in physical activity and **assume all risks** of injury, illness, or death. TRIM30 Fitness (Take Home Personal Trainer, LLC) are not responsible for any loss of your personal property.

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This waiver and release of liability includes, without limitation, subject only to the statutory rights and implied warranties which cannot be excluded, all injuries which may occur, regardless of negligence, as a result of; (a) your use of amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment and (c) your slipping and/or falling while in the club, or on the club premises, including adjacent sidewalks and parking areas.

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You acknowledge that you have carefully read this "waiver and release" and fully understand that it is a **release of liability**. You expressly agree to release TRIM30 Fitness (Take Home Personal Trainer, LLC) discharge the Club, and all affiliates, employees, agents, representatives, successors, or assigns, from any right that you may otherwise have to bring a legal action against the Club for negligence, personal injury or property damage.

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Should any part of this agreement be found by court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this agreement will remain in full force.

Signature: \_\_\_\_\_

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

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