

# ACKNOWLEDGMENT OF RISK, WAIVER AND RELEASE OF CLAIMS RELEASE

## IMPORTANT NOTICE!!

BEFORE SIGNING THIS ACKNOWLEDGMENT OF RISK, WAIVER AND RELEASE OF CLAIMS (THIS "AGREEMENT"), YOU MUST READ THIS AGREEMENT VERY CAREFULLY. IF AN ACCIDENT WERE TO OCCUR INVOLVING YOU (BY SIGNING THIS AGREEMENT) WOULD BE GIVING UP LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS AGREEMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS AGREEMENT, YOU SHOULD NOT SIGN IT AND SHOULD SEEK ADVICE FROM YOUR LEGAL COUNSEL.

I recognize and acknowledge that as a recipient of the personal training services provided by Erika Goldschen Fitness LLC d/b/a Austin Body Fitness. I will periodically engage in strenuous physical activities involving the use of weight training and other exercise equipment such as, free weights, resistance bands, and TRX™ suspension straps, among other equipment, which activities entail the risk of serious physical and other injuries, including, but not limited to, broken bones, strains, sprains, bruises, concussions, heart attack, viral or other pathogen infection and, in some cases, permanent disability and even death. I also understand that severe social and economic loss might result not only from my own actions but also from the actions, inactions or negligence of others, or the condition of the premises or equipment used in connection with such activities. Nevertheless, I agree to assume the risk of any injury, damage, or loss regardless of severity that I may sustain as a result of the activities I engage in as a result of the personal training services provided by Erika Goldschen Fitness LLC.

Accordingly, **I agree to waive relinquish, discharge, release, and covenant not to sue Erika Goldschen Fitness, LLC and related entities, their members, owners, officers, directors, partners, employees, consultants, contractors, advisors, agents, insurers, attorneys, volunteers, and the owners and/or leaseholders of the building and/or land in which personal training services are provided, from any and all rights, claims of injury, demands, causes of action, damages, liabilities or loss that I, or other family member may have or that may accrue to me, or other family members arising out of, connected with, or in any way associated with the personal training services provided by the Company.** Notwithstanding the foregoing and any other provision of this Agreement, I do not waive any rights that I may have to seek redress due to the reckless or intentional conduct of any individual or entity.

I have considered that if this Agreement were not as broad as it is, the cost of the personal training services provided to me and/or my minor/ward by the Company would be considerably higher and I do not wish to pay a considerably higher cost. By signing this Agreement, I waive the right to bargain for different terms in this Agreement. I also understand that if I later learn that any fact that I believed to be true at the time I signed this Agreement is later found to be incorrect, I nevertheless am bound by this Agreement.

We will on occasion take video or pictures of the class. These may be used to promote the class on our website or other promo materials. We find this especially helpful for use on the website so potential members have a better understanding of how the class operates.

**I have read this Agreement thoroughly and fully understand it. I enter into it voluntarily on behalf of myself, my spouse, my heirs, next of kin, assigns, personal representatives, related individuals and related entities. No one has made to me any representations, statements, or inducements that change or modify anything written in this Agreement.** I acknowledge there is a 24 hr cancellation notice required. Failure to do so will result in loss of session.

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**PRINT Name(s) of Participant(s)**

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**Signature of Participant**

**DATE:** \_\_\_\_\_