

Waiver of Liability, Indemnity Agreement, and Assumption of Risk

Waiver: In consideration of using the services of *Simply Fitness*, on behalf of myself, my heirs, personal representatives, or assigns, I do hereby release, waive, discharge, and covenant not to sue *Simply Fitness*, its owner, officers, employees, volunteers, and agents, from liability from any and all claims arising from the ordinary negligence of *Simply Fitness* or any of the aforementioned parties.

This agreement applies to 1) personal injury from accidents or illnesses arising directly or indirectly from participation in activities directed, suggested, or planned by *Simply Fitness* including, but not limited to, organized activities, classes, instruction, observation, related activities in a non-supervised setting, and use of facilities, premises, or equipment; and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification and Hold Harmless: I also agree to hold harmless and indemnify *Simply Fitness*, its owner, officers, employees, volunteers, agents, and insurance carriers from all claims (whether initiated by me or by a third party) and to reimburse them for any expenses incurred as a result of my involvement with *Simply Fitness*. I further agree to pay all expenses, including court costs and attorneys' fees, incurred by *Simply Fitness* and the aforementioned parties in investigating and defending a claim or suit resulting from my participation in any fitness and conditioning activities.

Severability and Venue: I further expressly agree that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of New Jersey and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in the District Court or the Federal Court residing where the incident occurred.

Acknowledgment of Understanding: I have read this 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 acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability for injury resulting from ordinary negligence to the greatest extent allowed by law in the State of New Jersey.

Signature of Client

Date

Assumption of Inherent Risks: Fitness and conditioning activities, by their very nature, carry with them certain inherent risks that cannot be eliminated regardless of the care the personal trainer takes to prevent injuries. The personal training activities offered by *Simply Fitness* provide for activities such as weight lifting, walking, jogging, running, stretching, and other aerobic activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity that places stress on the cardiovascular system. In addition, many

activities will involve equipment (e.g., barbells, free weights) and complex machines (e.g., treadmills, stepping machines, stationary bicycles) — all of which have the potential of malfunctioning or causing injury.

The specific risks vary from one activity to another, but in each activity the risks range from 1) occasionally occurring minor injuries such as scratches, bruises, muscle strains, and sprains to 2) rarely occurring major injuries such as ligament damage, broken bones, joint or back injuries, concussions, and heart attacks to 3) the very rare occurrence of catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know the nature of the activities by *Simply Fitness*, I understand the demands of those activities relative to my physical condition and skill level, and I appreciate the types of injuries that may occur as a result of activities made possible by *Simply Fitness*. I hereby assert that my participation is voluntary and that I knowingly and willingly assume all such risks.

Acknowledgment of Understanding: I have read this assumption of risk and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily and intend my signature to signify a complete assumption of the inherent risks in any way associated with the personal training program offered by *Simply Fitness* to the greatest extent allowed by law in the State of New Jersey.

Signature of Client

Date