

BUILD A BODY

PERSONAL TRAINING

CONSENT AND LIABILITY WAIVER RELEASE FORM

I _____ (Parent or Guardian if client is under 18 years old) on behalf of _____ (minor or child under 18) of _____, (City) of _____ (State) hereby affirm that I am entering a session(s) of instruction in physical fitness and performance training. By enrolling in these sessions I certify that I am cognizant of all of the inherent dangers of physical fitness and therapy, and the basic safety rules for activities connected herewith.

I understand and agree that neither the sessions nor its owners, operators, agents, or instructors, including but not limited to Build A Body Personal Training and/or Lisa J. Kelleman-McClain, may be held liable in any way for any occurrence in connection with my physical fitness and performance, which may result in injury, death, or damages to me or my family, heirs, or assignees. I further acknowledge and forever release Build A Body Personal Training and/or Lisa J. Kelleman-McClain in connection directly or indirectly with my physical fitness and training as result of _____ and/or _____ own negligence, which may result in injury, death or damages to me or my family, heirs, or assignees.

In consideration of being allowed to enroll in these sessions I hereby personally assume all risks connected with the sessions, and I further release the instructors, program, agents, and operators, including but not limited to the persons mentioned for any injury or damage which may be incurred by me while I am enrolled in the fitness or performance session, including all risks connected therewith, whether foreseen or unforeseen; and further to save and hold harmless the program and persons from any claim by me, or my family, estate, heirs, or assignees, arising out of my enrollment and participation I these sessions.

I further state that I am of lawful age and legally competent to sign this aforementioned release; that I understand that the terms herein is contractual and not a mere recital; and that I have signed this document as my own free act.

I have fully informed myself of the contents of this aforementioned and release by reading it before I sign it, I have been advised to submit, at my own expense and time, to a medical examination to ensure myself, and assume my own responsibility of physical fitness and capability to perform under the normal conditions of the fitness and performance program, and am physically fit as tested by a medical examination. I also understand that the owner reserves the right to discontinue or cancel any session should they determine the client's commitment of personal fitness is not satisfactory. In such an instance, a full refund will be provided to the client for all remaining sessions.

IN WITNESS WHEREOF, I have executed this aforementioned and release at (location) _____ on (Date) _____, 20____.

Authorized Signature Client

Cancellation Agreement for Personal Training Sessions

I also understand that Build A Body Personal Training and/or Lisa J. Kelleman-McClain have a 24-hour cancellation policy. I agree and acknowledge that I will compensate Build A Body Personal Training and/or Lisa J. Kelleman-McClain in full if 24-hour notification is not given for each training session. There is a \$35 fee on all returned checks. _____ (initials)

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Payment Terms

Sessions are to be paid in advance via cash, money order, personal/business check, MasterCard, Discover Card, or Visa. A three session minimum is required with additional sessions to be purchased at any time. Location of training will affect cost.

Right to Rescission

With prepaid services, you have the right to rescind this Agreement without penalty at any time before midnight of the third federal business day after receiving this Agreement. You will receive a full refund within 20 business days of receipt of a written rescission notification. Clients wishing to cancel their Agreement after the three day right will be refunded 75 percent of the paid purchase price for any unused sessions. Build A Body Personal Training has the right to cancel an Agreement should the owner(s) determine the client commitment to be less than satisfactory. A \$35 fee will be charged for all returned checks. A \$10 fee will be charged for multiple declined credit cards.

Photography/Written Material Consent

I, _____, hereby authorize Build A Body Personal Training (Corporation) and the project sponsor to use, reproduce, and/or publish all written and/or visual materials, including photographs (which are described below) that may pertain to me. I understand that this material may be used in various publications, public affairs releases, recruitment materials, or for other related endeavors. This material may also appear on the Corporation's or project sponsor's Internet Web Page. This authorization is continuous and may only be withdrawn by my specific rescission of this authorization. Consequently, the Corporation or project sponsor may publish materials, use my name, photograph, and/or make reference to me in any manner that the Corporation or project sponsor deems appropriate in order to promote/publicize service opportunities.

Signature

Date