



Focus Point Training

Results That Fit Your Schedule

I have agreed to voluntarily participate in an exercise program, including but not limited to, strength training, flexibility development, and aerobic exercise, under the guidance of personal fitness trainer David Holek (DH) Focus Point Training LLC and Gary United Methodist Church, (hereafter referred to as Fitness Professional/Business). I hereby stipulate and agree that I am physically and mentally sound and currently have no physical conditions that would be aggravated by my involvement in an exercise program.

I understand and am aware that physical-fitness activities, including the use of equipment, are potentially hazardous activities. I am aware that participating in these types of activities, even when completed properly, can be dangerous. I agree to follow the verbal instructions issued by the trainer. I am aware that potential risks associated with these types of activities include, but are not limited to: death, fainting, disorders in heartbeat, and serious neck and spinal injuries that may result in complete or partial paralysis or brain damage, serious injury to virtually all bones, joint, ligaments, muscles, tendons, and other aspects of the musculoskeletal system, and serious injury or impairment to other aspects of my body, general health, and well-being.

I understand that I am responsible for my own medical insurance and will maintain that insurance throughout my entire period of participation with Fitness Professional/Business. I will assume any additional expenses incurred that go beyond my health coverage. I will notify the Fitness Professional/Business of any significant injury that requires medical attention (such as emergency care, hospitalization, etc.).

Fitness Professional/Business or I will provide the equipment to be used in connection with workouts, including, but not limited to, benches, dumbbells, barbells, and similar items. I represent and warrant any and all equipment I provide for training sessions is for use only. Fitness Professional/Business has not inspected my equipment and has no knowledge of its condition. I understand that I take sole responsibility for my equipment. I acknowledge that although Fitness Professional/Business takes precautions to maintain the equipment, any equipment may malfunction and/or cause potential injuries. I take sole responsibility to inspect any and all of my or Fitness Professional/Business equipment prior to use.

Although Fitness Professional/Business will take precautions to ensure my safety, I expressly assume and accept sole responsibility for my safety and for any and all injuries that may occur. In consideration of the acceptance of this entry, I, for myself and for my executors,

administrators, and assigns, waive and release any and all claims against Fitness Professional/Business and any of their staffs, officers, officials, volunteers, sponsors, agents, representatives, successors, or assigns and agree to hold them harmless from any claims or losses, including but not limited to claims of negligence for any injuries or expenses that I may incur while exercising or while traveling to and from training sessions. These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted with Fitness Professional/Business.

By signing this agreement, I grant Fitness Professional/Business, its representatives, employees, and agents the irrevocable right and permission to photograph, video record, and/or otherwise capture my likeness, image, voice, and statements. I further agree that such media may be used, reproduced, published, and distributed by Fitness Professional/Business for any lawful purpose, including but not limited to use on websites, social media platforms, promotional materials, advertising, and other marketing or informational content, without compensation. I waive any right to inspect or approve the finished product or the use to which it is applied.

If I am under the age of 18, the undersigned parent or legal guardian hereby consents to the foregoing on behalf of myself. The parent or legal guardian affirms that they are legally authorized to provide such consent and releases Fitness Professional/Business from any liability in connection with the use of the minor's likeness, image, voice, and statements as described above.

I represent and warrant I am signing this agreement freely and willfully and not under fraud or duress.

Having read the above terms and intending to be legally bound hereby and understanding this document to be a complete waiver and disclaimer in favor of Fitness Professional/Business, I hereby affix my signature hereto. Digital signature/date is acceptable.

Participant's name (Printed)

Date: _____

Participant's signature

Date: _____

Parent/guardian's signature (if needed)

Date: _____

Personal trainer's name/Business Owner's (Printed)

Date: _____

Personal trainer's/Business Owner's signature