



# LIABILITY WAIVER

NAME: \_\_\_\_\_ DOB: \_\_\_/\_\_\_/\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

EMERGENCY CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ RELATION: \_\_\_\_\_

## **READ CAREFULLY- THIS AFFECTS YOUR LEGAL RIGHTS**

In exchange for participation in Physical Training organized by Flex Squad Fitness, LLC at 725 Chapin Rd, Chapin, SC 29036 and/or use of the facilities, services of Flex Squad Fitness, LLC, I agree for myself and (if applicable) my family, my heirs, executors, personal representatives, agents, administrators, to the following:

**WAIVER:** I, \_\_\_\_\_ (hereinafter referred to as "Client") agree to observe and obey all rules and warnings, including but not limited to any oral instructions and direction given by Flex Squad Fitness, LLC or by its employees, agents, representatives of Flex Squad Fitness, LLC (hereinafter referred to as "Trainer"). In consideration of my participation in the training provided by Trainer, I, for myself, my heirs, my executors, administrators or assignees, do hereby release, waive, discharge and covenant not to sue or hold responsible or liable Trainer and/or its members, managers, officers, directors, agents, employees, affiliated entities and no such person shall be liable for to Client, Client's spouse, children, unborn children, other family members, guests or invitees for any such personal injury, and from any and all claims, including the negligence of Trainer resulting in personal injury, accident or illnesses (Including Death) and property loss arising from, but not limited to, participation in the training and use of facilities, premises or equipment wherever located and by whomever provided. In further consideration for the right to use equipment provided by Trainer or equipment at another location, I acknowledge and agree that Trainer has not inspected the equipment or the suitability of the area for training and Trainer does not manufacture any of the fitness or other equipment at any location and Flex Squad Fitness, LLC does not manufacture any vitamins, food products, sports drinks, nutritional supplements or other products which may be available or sold at its facilities; accordingly, Flex Squad Fitness, LLC nor any of its respective officers, directors, employees, agents, successors or assigns shall be held liable for any such defective equipment or products.

**ASSUMPTION OF RISK:** I also recognize that there are certain risks associated with all Personal Training instruction, advice from Trainer and activities including but not limited to running, jumping, stretching, lifting weights, prolonged physical activity or any exertion of strength. I voluntarily accept full responsibility for all risks involved, including risks from participating in any way in training use of equipment provided by the Trainer or use of equipment I provide, regardless of the location and for any personal injury to myself and (if applicable) my family members, including but not limited to, minor injury, paralysis, or serious injury and even death and further release and discharge Flex Squad Fitness, LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Flex Squad Fitness, LLC whether caused by the fault of myself, my family, Flex Squad Fitness, LLC or other third parties.

**INDEMNIFICATION:** I also agree to indemnify and defend Flex Squad Fitness, LLC against all claims, causes of action, damages, judgments, liabilities, costs and expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Flex Squad Fitness, LLC. I also agree to pay for all damages to the facilities of Flex Squad Fitness, LLC caused by my or my family's actions.

**MODEL RELEASE:** I authorize Flex Squad Fitness LLC to use photographs, images, video or any likeness of me, any family members (either participating in training sessions or while visiting our gym/event), and/or my property and authorize Flex Squad Fitness LLC employees, assignees, legal representatives and transferees to use, distribute and publish (with or without my/our name or permission) photographs, images, video or any likeness in any and all forms and media including but not limited to internet websites and social media for the purposes of publicity, advertising, marketing, publishing and for any product or services, or other lawful uses as may be determined by Flex Squad Fitness LLC. I further waive any and all rights to review or approve any usage of photographs, images, video, likenesses, any written copy or finished product. I have read and fully understand the terms of this release. **INITIAL:** \_\_\_\_\_

**PHYSICIAN APPROVAL:** I agree that I am aware of the physical health risks and dangers that are involved with physical activity. I wish to accept responsibility for the physical health risks and dangers voluntarily without my physician's knowledge or approval OR I affirm that I have my physician's approval to participate in training from Flex Squad Fitness, LLC. **INITIAL:** \_\_\_\_\_  
Any legal or equitable claim that may arise from participation in the above shall be resolved under South Carolina law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT IN ITS ENTIRETY. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS INCLUDING BUT NOT LIMITED TO LEGAL ACTION AGAINST FLEX SQUAD FITNESS, LLC.

\_\_\_\_\_  
CLIENT SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PARENT/RESPONSIBLE PARTY (IF CLIENT IS UNDER 18)

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE