

Advanced Results Fitness and Wellness, LLC

Waiver and Release Form

I hereby agree to participate in the fitness tests and exercise/fitness program given by Jon Schwear, Darrin Kubik, and Advanced Results Fitness and Wellness, LLC, upon the understanding that:

I represent to Advanced Results Fitness and Wellness, LLC that I am physically capable of participating in the fitness tests and vigorous exercise/fitness program and that, to the extent necessary, in light of my prior health, history, age, and general physical condition, I have consulted my personal physician or other health authority before making such representations.

I recognize the risks of illness or injury inherent in any fitness testing and exercise/fitness program and I am participating in such testing or programs upon the express agreement and understanding that I am hereby waiving and releasing Advanced Results Fitness and Wellness, LLC from any and all claims, costs, liabilities, expenses or judgments, including attorney's fees and court costs (herein collectively, "claims") arising out of my participation in exercise testing or exercise/fitness program, or any illness or injury resulting there from.

I hereby further agree to indemnify and hold harmless Advanced Results Fitness and Wellness, LLC from and against any and all claims, except claims caused by gross negligence or willful misconduct of Advanced Results Fitness and Wellness, LLC, its servants, agents, or employees.

I agree to inform Advanced Results Fitness and Wellness, LLC before participating in any of its fitness testing and exercise/fitness programs of any change in my physical condition, including pregnancy, which might in any way adversely affect my ability to participate in the program safely.

In case of illness, injury, or disability (including pregnancy), I agree to obtain a written statement from my physician indicating that he/she permits me to participate in fitness testing and exercise/fitness programs and deliver the same to my instructor prior to commencing or continuing such participation.

I hereby waive, release, and discharge any and all claims for death, personal injury or property damage, which I may have, or which hereafter may accrue to me, as a result of my participation with Advanced Results Fitness and Wellness, LLC. The release is intended to discharge in advance Advanced Results Fitness and Wellness, LLC employees, agents, or volunteers from and against any liability arising out of or connected in any way with the participation with Advanced Results Fitness and Wellness, LLC, even though the liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. I further understand that serious accidents can occur during physical activity and that participants can sustain mortal or personal injuries as a consequence.

Knowing these risks of participation, I nevertheless hereby agree to assume those risks and to release and hold harmless all the persons or entities mentioned above who (through negligence, carelessness, or otherwise) might be liable to me or my heirs or assigns, for damages. It is further understood and agreed this waiver, release and assumption of risks is to be binding on my heirs and assigns.

Date

Print Name

Client Signature