



# OUTDOOR FITNESS CLASS CONSENT FORM & CONTRACT 2022

This Outdoor Fitness Training Contract is entered into agreement between \_\_\_\_\_, and JustMusclePower Fitness, LLC, with an address of and \_\_\_\_\_.

1. **Terms and Conditions.** The parties agree to the following terms and conditions:
  - a. Client is engaging Company for personal training services to be provided by Company's Trainer(s).
  - b. Outdoor Training sessions, will last for one hour
  - c. Trainer will create an exercise program geared to meet all levels of fitness and experience in order to meet the class objectives.
  - d. Client agrees to sign Informed Consent and Assumption of Risk and Release of Liability.
  - e. Client agrees to inform Trainer of all conditions, medical or otherwise, that may affect his/her ability to participate in Training Sessions.
2. **Training Sessions.** Training Sessions may include, but are not limited to, the following activities: testing of physical fitness; exercise; aerobics and aerobic conditioning; cardiovascular training; weightlifting and training; and stretching.
3. **Training Package and Payments.** Client is purchasing the Outdoor Fitness Training Session at a rate of \$ 35 per class. Clients must pre-register for the class no later than Thursday. All payments are due prior to the start of class on Saturday no later than 9am. **Failure to pay for class prior to start time will result in a \$15.00 late fee and an additional late fee for each day the payment is late.**

4. **Physical Touch.** Physical Touching may be required in order for client to have proper positioning and technique for client's body and/or to assess client's body's reactions to certain activities.
5. **Cancellation of Training Session.** Client shall provide twenty-four (24) hour notice of any necessary cancellation of a scheduled Training Session. Failure to provide twentyfour (24) hour notice shall result in Client being charged the full rate for the cancelled/missed Training Session. Company and Trainer will endeavor to also provide Client twenty-four (24) hour notice of any scheduled Training Session that may need to be cancelled; however, there may be instances where this is not practicable. **Training sessions will begin every Saturday morning at 9:00 am, weather permitting. In the case of inclement weather, it is at the trainer's discretion to either cancel the class entirely or move the class to an indoor location. The Trainer must contact all clients who have registered for the class two hours in advance with a changes in locations or cancellations.**
6. **Indemnity.** Client agrees to indemnify and hold harmless Company and its Trainer(s) for any injuries, illnesses, and the like experienced as the result of Client's Training Sessions.
7. **Warranties.** While Company and its Trainer(s) fully believe exercise, specifically exercised personalized to Client, is beneficial to Client's health and wellness, Company and its Trainer(s) cannot guarantee the results of Training Sessions. Company and its Trainer's make no representations and/or warranties that Client will lose weight, gain muscle mass, be able to engage in any specific physical and/or athletic activity, or will attain any other particular and/or specific results. Company and its Trainer(s) strongly encourage Client to follow a healthy diet in conjunction with personal training and continued exercise.
8. **Entire Agreement.** This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered or supplemented except in writing signed by both Company and Client.
9. **Dispute Resolution and Legal Fees.** In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
10. **Legal and Binding Contract.** This Contract is legal and binding between the Parties as stated above. This Contract may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter this Contract.
11. **Severability.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. **Waiver.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
13. **Applicable Law.** This Contract shall be governed and construed in accordance with the laws of the state where the Property is located, without giving effect to any conflicts of the law's provisions.
14. **Availability.** Due to extreme high demand and limited spaces, it is imperative to confirm your spot with the trainer no later than Monday by 12pm. Failure to confirm your return by Monday could lead to losing your spot for the outdoor training sessions for Saturday.

**BY SIGNING BELOW, THE CLIENT ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND THAT THE CLIENT IS SATISFIED WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. THE CLIENT SHOULD NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN IT.**

The parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**JUSTMUSCLEPOWERFITNESS, LLC**

**Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Birthdate:** \_\_\_\_\_

**Signature of Client:** \_\_\_\_\_



# JUSTMUSCLEPOWER FITNESS Waiver Form

Participant Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Emergency Contact and Phone: \_\_\_\_\_

**TERMS OF SERVICE:** Because physical exercise can be strenuous and subject to risk of serious injury, we urge you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You agree that by participating in physical exercise or training activities, you do so entirely at your own risk. Any recommendation for changes in diet including the use of food supplements, weight reduction and/or body building enhancement products are entirely your responsibility and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness, or death. We are also not responsible for any loss of your personal property. You acknowledge that you have carefully read this **“waiver and release”** and fully understand that it is a release of liability. You expressly agree to release and discharge the trainer, instructor or Just Muscle Power Fitness, LLC from any and all claims or causes of action and you agree to voluntarily give up and/or waive any right that you may otherwise have to bring a legal action against the trainer, instructor or Just Muscle Power Fitness, LLC for personal injury and/or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for ordinary negligence from trainer, instructor or Just Muscle Power Fitness, LLC. If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from. By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally. **Initials** \_\_\_\_\_

#### **Assumption of Risk**

I understand and am aware that Activities, including the use of Equipment, are potentially hazardous activities. I acknowledge possibility that injuries and physical and mental changes (“Injuries and Changes”) arising during and/or resulting from engaging in Activities does exist. Injuries and Changes include, but are not limited to, abnormal blood pressure, fainting, disorders in heartbeat, heart attack, and, in some instances, death. I understand Injuries and Changes could result in my becoming partially or totally disabled and incapable of performing any gainful employment or having a normal social life. **Initials** \_\_\_\_\_

I am voluntarily participating in Activities and using Equipment with knowledge of the dangers involved. I understand and take sole responsibility for any and all Injuries and Changes that may occur to myself and/or others, including but not limited to trainer, instructor or Just Muscle Power Fitness, LLC related to any and all Activities associated with Trainer’s instruction, even if not specifically set forth in this document, whether or not they fall within the scope of reasonably foreseeable injuries related to such Activities, and whether or not undertaken in Trainer’s presence. Although Trainer will take precautions to ensure my safety, I expressly assume and accept sole responsibility for my safety and for any and all Injuries and Changes that may occur. **Initials** \_\_\_\_\_

#### **Waiver and Release of Liability**

In consideration of Trainer’s agreement to instruct, assist, and train me, I hereby agree to hold harmless Trainer, its respective representatives, executors, agents, and assigns from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected to my participation

in any and all Activities, use of Equipment, or any and all acts or omissions, including negligence by Trainer and his representatives. This waiver and release of liability includes, but is not limited to, (a) Injuries and Changes to myself and/or others, including but not limited to Trainer, that may occur as a result of (i) Equipment that may malfunction or break; (ii) any and all defects, latent or apparent, in the design or condition of Equipment; (iii) any and all slips, falls, or dropping of Equipment; (iv) any and all improper maintenance of Equipment or facilities; (v) any hazardous condition that may exist on the premises, including, but not limited to, the specific workout area; and (vi) Trainer's negligent instruction or supervision; (b) damage to property, including but not limited to, Equipment and the premises. **Initials** \_\_\_\_\_

### **Conclusion**

I acknowledge and agree no warranties or representations have been made to me regarding the results I will achieve from this program. I understand results are individual and may vary. **Initials** \_\_\_\_\_

I acknowledge I have thoroughly read this waiver and release and fully understand it is a waiver and release of liability. By signing this document, I am waiving any right I, or my heirs and/or assigns, may have to bring any and all legal actions or assert any and all claims against Trainer, its respective representatives, executors, and/or assigns. **Initials** \_\_\_\_\_

I represent and warrant I am signing this agreement freely and willfully and not under fraud or duress. I further represent and warrant no social relationship exists between Trainer and me, or if such a social relationship exists, for purposes of my training sessions, Trainer and I have assumed a strict business relationship, and I understand any social relationship does not render this waiver invalid. These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted with Trainer. **Initials** \_\_\_\_\_

**Participant Signature:** \_\_\_\_\_