

MY LEGAL RESPONSIBILITIES

1. INFORMED CONSENT

Purpose: I hereby consent to voluntarily engage in this program to improve my general health.

Risks: I understand and have been informed that there exists the possibility that during exercise I may experience injury or in a remote case, even death.

Benefits to be expected: I understand that this program may or may not benefit my physical fitness or general health. I further understand that I will likely improve my exercise capacity and fitness level after a period of 3-6 months.

Confidentiality and use of information: I have been informed that the information which is obtained in this program will be treated as privileged and confidential and will not be revealed without written consent. I do hereby consent to the use of photographs, videos, and testimonials that I may be in, to be published at the discretion of the company.

Inquiries and freedom of consent: I have been given the opportunity to ask questions and have no further questions regarding this informed consent.

Questions: no _____ yes _____ (see noted below) _____

Responses: _____

Initials _____

2. EXPRESS ASSUMPTION OF RISK

Since exercise presents physical risks, one should not participate without a physician's approval. I acknowledge that obtaining physician's approval is my responsibility and that failure to obtain physician approval may result in injury. I assume the risk of injury and in a remote case, even death and voluntarily choose to participate in this program.

Initials _____

3. AGREEMENT AND RELEASE OF LIABILITY

I declare myself to be physically and mentally sound. I have disclosed in writing on the FTI Medical and Lifestyle Questionnaire, any and all chronic conditions, prior injuries and operations, and currently prescribed medications. I do hereby waive, release and discharge Fitness Trainers Inc. and its officers, agents, employees, representatives, executives and all others acting on their behalf, from any and all claims or liabilities for injuries or damages to my person and/or property, excluding those caused by intentional negligence or intentional omission arising out of connection with this program.

Initials _____

4. CONSENT TO EXERCISE TESTING

In order to establish a baseline, we will often perform exercise testing. I consent to and understand that there is a risk to exercise testing.

Initials _____

5. POLICIES AND PROCEDURES

A. I understand that I must pay in advance for my appointment or as it is completed.

Initials _____

B. No-shows and cancellations received less than 24 hours prior to the scheduled appointment will be charged full rate. I understand that I am responsible for payment of these missed sessions.

C. I understand that if I arrive late to an appointment, that only the remaining time will be serviced.

D. I understand that I may work with a variety of staff members while in the program.

E. I understand that unused credit will expire one year from date of payment.

F. I understand that fitness packages are to be completed within a certain time period unless otherwise noted.

G. I acknowledge that returned checks are subject to a \$20.00 fee and I agree to pay this fee if circumstances warrant.

H. I agree to accept financial responsibility for expenses incurred in the collection of unpaid balances. This includes but is not limited to administrative, collection agency, legal and court fees.

Initials _____

By affixing my signature to this document I attest, contract, understand and agree that I am legally bound by all its contents.

Print name and signature of Participant or Legal Guardian

Date

Fitness Trainers Inc. Representative

Date