



Agreement of Release and Waiver of Liability

Burdick Fitness, LLC working with _____ (Independent contractor name)

I, _____ (client name here) hereby agree to the following:

1. That I'm participating in the exercise classes, personal training or health/nutrition programs offered by Burdick Fitness, LLC/Personal Training with KT during which I will receive information and instruction about fitness, nutrition, and/or health. I recognize that exercise requires physical exertion, which may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved.
2. I understand that it is my responsibility to consult a physician prior to and regarding my participation in the personal training, exercise classes, and/or health programs offered through Burdick Fitness, LLC/Personal Training with KT. I represent and warrant that I am physically fit and I have no medical condition, which would prevent my full participation in personal training, exercises classes, and/or health programs.
3. In consideration of being permitted to participate in personal training, exercise classes, or health programs. I agree to assume full responsibility for any risk, injuries or damages, known or unknown, which I might incur as a result of participating in the sessions or classes offered by Burdick Fitness, LLC/Personal Training with KT.
4. In further consideration of being permitted to participate in personal training, exercise classes, or health programs, I knowingly, voluntarily and expressly waive any claim I may have against Burdick Fitness, LLC/Personal Training with KT for injury or damages that I may sustain as a result of participating in these programs.
5. I understand that from time to time during personal training/kt/exercise classes, the instructor/trainer may physically adjust students' form and posture. If I do not want such physical adjustments, I will so inform the instructor at each class I attend. I also acknowledge that if I do wish to receive such adjustments, it is my responsibility to inform the instructor when an adjustment has gone as far as I desire at that time.

6. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue Burdick Fitness, LLC/Personal Training with KT for any injury or death caused by their negligence or other acts.

7. I understand that Burdick Fitness, LLC/Personal Training with KT is a personal training business and not medical doctor, and that they will in fact be relying on my representations and disclosures regarding my health and physical condition.

8. I also do not hold the aforementioned institutions liable for any personal injuries, bodily injuries, or property damage while going to and from the aforementioned property.

9. I have read the above release and waiver of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above. Please initial X _____

Burdick Fitness, LLC/Personal Training with KT promises to keep all of the above information confidential.

Signature of Participant

Signature of Instructor/Trainer

Date

BURDICK FITNESS, LLC