**Accident Waiver & Release of Liability Form – Fitness & Personal Trainer**

**NB – Please note that throughout this form, references to ‘Gym Name’ and ‘Trainer Name’ are interchangeable, depending on your specific circumstances. Regardless of whether a gym, business or individual’s name appears in the relevant sections of the form, the named entity and their associates should be considered the subject of this agreement to waive and release from liability.**

**Prior to participating in any sessions or classes [at GYM NAME] / [with TRAINER NAME], all patrons must first read the following pages thoroughly and complete all questions in full. We reserve the right to exclude from participation anyone who does not provide complete and truthful answers. The collection of these details is intended for the purpose of customising your workout sessions to meet your specific needs, and to make your experience as safe and enjoyable as possible.**

**This information is used to assess your suitability for specific exercises and classes, and may be referred to in the event of an accident, illness or medical emergency. False, misleading or omitted information could lead to the recommendation of a training programme or exercise that is inappropriate or unsafe for you, and could result in illness, injury or in extreme circumstances, death.**

**DISCLAIMER**

The training sessions, classes, services, products and advice offered **[by GYM/TRAINER NAME]** are in no way intended to replace the advice or recommendations of a qualified medical professional. An effective exercise and fitness programme should be followed in accordance with sound medical advice, and in tandem with a healthy diet and lifestyle. The training sessions, classes, services, products and advice provided **[by GYM/TRAINER NAME]** are intended as one component of a wholistic approach to health and wellbeing, and should not be considered a replacement or alternative to appropriate medical consultation and treatment.

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**Name:**

**Address:**

**Phone:**

**Email:**

**DOB:**

**Emergency Contact Name & Number:**

**Have you ever had a gym membership or been to a personal trainer previously? If ‘Yes’, please provide details:**

**What level of physical fitness would you describe yourself at?**

**A) Extremely fit B) Reasonably fit C) Average fitness D) Quite unfit E) Very unfit**

**If you currently do any exercise, what type of exercise do you do, and how often?**

**What are your fitness goals, or what are you seeking from your training sessions? Do you have any specific goals, or are you just looking to improve your general fitness?**

**Are there any specific exercises or areas of the body that you would like to avoid, or that require special attention? Have you been advised by a medical practitioner or personal trainer to avoid any particular exercises or physical activity? If ‘Yes’, please explain in as much detail as possible:**

**Do you regularly take any type of medication (either prescription or over-the-counter) or supplements? If ‘Yes’, please provide details:**

**Do you suffer from any medical conditions or illnesses (e.g. high blood pressure, high cholesterol, asthma, migraines, allergies of any kind, dizziness, heart conditions, cancer, etc)? If ‘Yes’, please provide details regarding each condition:**

**Do you suffer from any type of chronic pain? If ‘Yes’, please provide details:**

**If ‘Yes’ to the above, what makes your pain worse? What makes it feel better?**

**Are you pregnant, or is there a possibility that you might be pregnant?**

**Have you had any injuries in the last three years? If ‘Yes’, please provide details:**

**Have you ever had any surgeries? If ‘Yes’, please provide details:**

**If you are pregnant, or have had any injuries or surgeries in the last 12 months, do you have approval from your physician to attend this session?**

This signed waiver and release form will only be accepted if you are at least **18** years of age and you are legally and mentally capable of understanding and adhering to the conditions stipulated in this agreement.

As stated above, there is a requirement that all questions on this form are answered, and that you fully disclose any information that is requested within. If any relevant information is withheld, the form is not completed in full, or the information that is provided raises any concerns regarding your health and safety, we reserve the right to refuse your participation unconditionally.

If you are not of at least **18** years of age, you may only be considered for participation if a parent or legal guardian who is at least **18** years of age signs the waiver form on your behalf. In doing so, this person is accepting and agreeing to all conditions stipulated within this document on your behalf.

This agreement is between **[GYM/TRAINER NAME]** and **[CUSTOMER/PARENT/GUARDIAN NAME]**.

**ACKNOWLEDGMENT OF RISKS**

During my visit to **[GYM/TRAINER NAME]**, depending on the types of activities or classes that I am participating in, I may receivesome instruction, advice or information on correct exercise techniques and forms, how to operate exercise equipment, diet and nutrition, personal workout plans and other aspects of fitness and lifestyle. I acknowledge that these activities involve varying degrees of physical exertion and strain, and that there is always an inherent risk of injury when participating in physical activities.

I confirm that I have been made aware of the possible risks associated with participating in exercises/classes/activities at **[GYM/TRAINER NAME]**, and I acknowledge that by signing this form I am accepting these risks and am choosing to participate in these sessions.

**[GYM/TRAINER NAME]** has made me fully aware of these risks and in entering into this agreement, I confirm that I will not hold **[GYM/TRAINER NAME]** responsible for any injuries that I sustain as a result of any exercise or activity.

I am aware that this release form, which contains my personal information, my responses to specific questions, and my signed agreement to waive liability, will be held on record by **[GYM/TRAINER NAME]**. I am also aware that this document may be referred to if I am involved in any type of accident or medical emergency whilst at **[GYM NAME]**, and it may be presented to medical professionals in the event that I require emergency medical treatment.

I have answered all questions asked on this form truthfully and completely, and I have provided complete and honest details regarding any pre-existing medical conditions, injuries, disabilities, or physical limitations that I suffer from and/or that I am aware of. I confirm that to the best of my knowledge, I have not withheld any information of this nature.

Whilst it is unlikely that I will suffer any injuries or other adverse reactions to my session **[AT** **GYM/WITH TRAINER NAME]**, I do acknowledge that there is some degree of risk involved when participating in strenuous activity and that there is the potential for injury, illness or even death, and also loss of or damage to my personal property. Such risks could arise from faulty or malfunctioning gym equipment, actions of the personal trainers or gym staff, my own misuse of the equipment, adverse reactions to particular exercises, increased levels of physical exertion, the location of the gym, the actions of other members or visitors to the gym, natural disasters or extreme weather conditions, and other potential risks.

I acknowledge that I have had sufficient time and opportunity to seek independent legal advice regarding this form and its contents prior to my signing it and effectively entering into a contract with **[GYM/TRAINER NAME]**.

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**Signature of Participant/Parent/Guardian Date**

**RESPONSIBILITIES OF THE CUSTOMER**

By signingthis form and attending a workout/class/session **[at GYM NAME][with TRAINER NAME]**, you are accepting full responsibility for your own physical, medical and mental health condition. This includes your full acceptance of responsibility for any medications that you are taking, and being aware of any adverse side effects that your medication may have on you while participating in strenuous physical activity.

If you have any doubts about whether you should be exercising whilst taking medication, or any concerns regarding the side effects of your medication, you should consult your GP, specialist or physician prior to attending a workout session. Personal trainers and staff are not medical professionals and are not able to provide any information or advice on these matters.

**[GYM/TRAINER NAME]** assumes that you are aware of your own physical and medical limitations, that you will act responsibly and in accordance with these limitations, and that you accept any and all risks that may be associated with any activities that you engage in whilst on these premises.

If you experience any pain, discomfort or distress during your session/class, or you have any requests regarding modifications to your exercise programme, please take a break and notify your personal trainer or a member of staff immediately so that an assessment can be made.

Your trainer will explain the correct usage of each piece of equipment as part of your tailored workout programme, or onboarding to a membership programme and will instruct you regarding correct forms for each particular exercise. Despite this detailed instruction, it is possible that you could still injure yourself due to incorrect technique, or incorrect use of gym equipment. [GYM/TRAINER NAME] will not be held liable if your misuse of equipment results in your injury, illness, disability or even death.

In the event of damage to equipment owned by [GYM/TRAINER NAME] due to misuse of gym/training equipment, you may be held liable for the cost of replacement.

It is essential that you notify us if you have any pre-existing medical conditions or physical impairments/limitations that may adversely affect you during exercise/physical activity. Please answer all questions on this form honestly and completely, and also mention anything of this nature to your trainer or instructor prior to commencing your session/class.

If you are pregnant or believe that you may be pregnant, please make note of this in the questions section at the beginning of this form,and mention it to your trainer or instructor prior to your session/class.

Our staff will not conduct medical examinations, provide medical advice, diagnose or treat medical conditions or prescribe medication. Any suggestions made by our staff regarding health conditions, treatment or lifestyle should not be taken as “medical advice”. You should always consult your medical practitioner or specialist if you have any questions or concerns regarding health issues, diagnoses and treatment, and your suitability for exercise.

It is your responsibility to seek medical advice prior to attending your session/class if you have any doubts or concerns regarding your capability to safely attend this session/class. We recommend that you do have a health check and seek your GP’s or specialist’s approval prior to attending any workout session or fitness class.

By your signing this form and attending a session/class, we are of the assumption that you have received approval from your medical physician to do so, and we will not be held responsible for any accidents or illness that occurs as a result of your participation in this session/class.

Further to the above, if you do have any pre-existing medical conditions, are pregnant or suspect that you may be pregnant, or you have had any recent surgery or medical procedures, you should seek approval from your GP or surgeon prior to attending your session/class **[at GYM NAME][with TRAINER NAME]**.

In signing this form you are acknowledging that you understand your obligation to fully disclose any relevant personal, health and medical details to **[GYM/TRAINER NAME]**. Further, you are agreeing to the ‘Responsibility of the Customer’ conditions outlined above, and confirming that you have consulted your GP or surgeon and have received their approval to participate in today’s session (if applicable).

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**Signature of Participant/Parent/Guardian Date**

**WAIVER AND RELEASE**

In signing this form, you are agreeing to release from any liability **[GYM NAME]** and its directors, managers, employees, your trainer, and any contractors or volunteers who are working on the premises. Further, you are agreeing to the following conditions:

I, **[PATRON’S FULL NAME]**, acknowledge that I am voluntarily participating in all sessions, exercises and classes at **[GYM NAME]**. I further acknowledge that my participation in any activities, and the use of the facilities and equipment at **[GYM NAME]**, including the carpark, entrance, changerooms and any other areas within and around the premises, is done so at my own risk and I completely assume all responsibility for any injuries, illness or damage to my property or person whilst I am on the premises. I agree that **[GYM/TRAINER NAME]** will in no way be held liable for any claims or damages that may arise as a result of my visit to **[GYM NAME]**.

I confirm that I have read this waiver and release form carefully and thoroughly, and I fully understand that by signing it I am agreeing to a complete release of liability by **[GYM/TRAINER NAME]**. In doing so, I am waiving the right to bring any action or claim against **[GYM/TRAINER NAME]**, its owners, affiliates or staff for any injuries incurred, death, or loss or damage to property as a result of negligence or fault by the staff, guests or anyone associated with **[GYM/TRAINER NAME]**.

I confirm that I have no illnesses or physical restrictions that may impair my ability to participate in any sessions/classes/exercises at **[GYM NAME]**, and that I have not been advised by a medical health professional to avoid such activities. I agree that if I do have any concerns regarding my physical or mental health, or my ability to successfully complete the session/class, I will bring it to my instructor’s or another staff member’s attention immediately.

I also acknowledge that if I do aggravate an existing condition as a result of my participation in the session/class, or if I cause myself any type of injury or pain as a result of my participation, I will not hold **[GYM NAME],** trainers or staff responsible and I waive my rights to bring any type of action against the staff or facility.

I am aware of and accept any risks associated with participating in activities at **[GYM NAME]**, including risks arising from negligence by the released parties, from malfunctioning or dangerous equipment used at the facility, or from possible liability without fault from the released parties.

In the event of an emergency (such as an accident, injury or illness) whilst I am participating in activities at **[GYM NAME]**, I do consent to the gym seeking medical assistance on my behalf, signing any necessary consent forms on my behalf, and to my receiving any medical treatment that is deemed advisable or necessary under the circumstances.

I acknowledge that the fee paid for my membership at **[GYM NAME]** is not inclusive of personal accident insurance, and that any additional costs incurred from sustaining an injury, accident or illness during or after my session/class will be my own responsibility. This could include, but is not limited to, the cost of an ambulance being called, any medical bills incurred by time spent in hospital, and any rehabilitation or follow-up treatment/therapy that may be required or beneficial.

I understand that my personal information is collected by **[GYM NAME]**, and that this information is used to assess my suitability for particular exercises and to tailor my workout programme. I also accept that this information may be provided to a medical health professional in the event that I should suffer an injury or illness, and/or it is determined that I require medical treatment whilst in attendance at **[GYM NAME]**.

I confirm that I have read and understood the terms and conditions stipulated within this document, and I agree to be bound by them. In signing this waiver and release form, I am agreeing to not make any claims against **[GYM NAME]**, its directors, managers, trainers or staff, in the event that I should suffer any injuries or damages (including, but not limited to, illness, personal injury, death, loss of property or damage to property) whilst participating in any workout sessions, classes or activities at this facility.

I acknowledge that this is a contract to release the liability of **[GYM NAME],** and I sign it without any coercion and of my own free will. This waiver and release from liability agreement should be interpreted as a complete release and waiver to the maximum extent possible underthe law in this country.

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**Signature of Participant Date**

In signing this waiver and release form, I am confirming that I have read and fully understand all of its contents and stipulations, and that I agree to all of the provisions within. I acknowledge that I am **18** years of age or older, or that if I am under **18** years of age, my parent/legal guardian has read and understood this document and all of its terms and conditions, and they have signed the form on my behalf. As part of my agreement with **[GYM NAME]**,I agree to answer all questions truthfully and completely, particularly those questions pertaining to my health and physical/medical condition.

**Full Name:**

**Signature:**

**Date:**

**For members/participants who are under the age of 18, your parent/guardian must sign the below undertaking on your behalf:**

I, **[FULL NAME]**, being the legal parent/guardian of **[MINOR’S FULL NAME]**, confirm that I have read this waiver and release form in its entirety and have made every effort to ensure that I understand the exercises/classes/sessions that they are participating in. I hereby consent that they participate in these exercises/classes/sessions and I acknowledge that however unlikely, it is possible that they may experience an adverse reaction to these activities, and that there exists a risk of injury, illness, property damage, disability and even death.

I agree that in the event of any such accident or occurrence, **[GYM NAME]**, the organisation, its instructors, staff, contractors and managers will not be held liable whatsoever, with the only exception being any rights that arise as per any applicable local, state or federal consumer laws.