

PERSONAL TRAINER LIABILITY WAIVER

THIS AGREEMENT (“Agreement”) is made on the _____ day of _____, 20__ (the “Effective Date”) by and between _____ (“Trainer”) and _____ (“Client”).

Trainer will provide personal training services (the “Services”) to include 1) an agreed-upon number of fitness sessions implementing a complete training program, including sets/reps/and exercises; and 2) monitoring to include nutritional counseling, motivational and instructional support, before and after body-fat assessment with pictures, and email access for questions and support.

Client acknowledges and fully understands that by using the Services, Client will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses, which might result not only from Client’s own action or negligence, but also from the action, inaction, negligence, or recklessness of others, or from the condition of the equipment used. Client hereby assumes all risks and freely accepts full personal responsibility for all potential damages, injury, permanent disability, or death resulting from or associated with Client’s use of the Services. In consideration of being provided the Services, Client does, for himself or herself, his or her heirs, executors, and assigns, hereby release, waive and discharge Trainer, its predecessors, successors, parents, affiliates, officers, directors, managers, members, attorneys, agents, representatives, insurers, and employees from any and all actions, claims, demands, accidents, injuries, death, damages, costs, losses, and all consequential damages, whether known or unknown, arising out of any alleged negligence or recklessness on their part with respect to Client’s use of the Services.

Client acknowledges that Trainer has not made any claims regarding medical results from the use of the Services and has not and will not suggest any medical treatments to Client. Client will rely only on the advice provided by a licensed medical provider or Client’s own physician and not upon any unlicensed employee, agent, or contractor of Trainer. Client represents either that Client has been given Client’s physician’s permission to use the Services or that Client has decided to use the Services and voluntarily accept all risks without a physician’s approval. Client is not aware of any medical or physical condition that would prevent Client from using the Services or that would present a serious health risk to Client.

Client Signature: _____

Printed Name: _____

Trainer Signature: _____

Printed Name: _____



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