



JUNGLE GYM FL PERSONAL TRAINING

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

This Agreement is entered into between personal trainer Victor Lazzari (hereinafter referred to as "Trainer") and the undersigned (hereinafter referred to as "Client"). The provision of personal training services by Trainer to Client, and Client's use of any premises, facilities or equipment are contingent upon this Agreement.

- 1. Assumption of Risk.** Client agrees that if they engage in any physical exercise or activity, including personal training, or enter any premises used for personal training, or use any facility or equipment within aforementioned premises for any purpose, they do so at their own risk and assume the risk of any and all injury and/or damage they may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided by Trainer or otherwise, including injuries or damages arising out of the negligence of Trainer, whether active or passive, or any of Trainer's affiliates, employees, agents, representatives, successors, and assigns. Client's assumption of risk includes, but is not limited to, use of any exercise equipment (mechanical or otherwise), sports fields, courts, or other areas, locker rooms, sidewalks, parking lots, stairs, pools, whirlpools, saunas, steam rooms, lobby or other general areas of any facilities, or any equipment. Client assumes the risk of participation in any activity, class, program, instruction, or event, or any other sporting or recreational endeavor. Client agrees that they are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Trainer or otherwise.
- 2. Release.** Client agrees on behalf of self (and all their personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Trainer (and Trainer's affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Trainer, whether active or passive, or any of Trainer's affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) Client use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from personal training, including injuries resulting from Trainer's or anyone else's negligent inspection or maintenance of the facility or premises.
- 3. Indemnification.** By execution of this agreement, Client hereby agrees to indemnify and hold harmless Trainer from any loss, liability, damage, or cost Trainer may incur due to the provision of personal training by Trainer to you.



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4. **Acknowledgements:** Client expressly agrees that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Client acknowledges that Trainer offers a service to his/her clients encompassing the entire recreational and/or fitness spectrum. Trainer is not in the business of selling weightlifting equipment, exercise equipment, or other such products to the public, and the use of such items is incidental to the service provided by Trainer. Client acknowledges and agrees that Trainer does not place such items into the stream of commerce. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

Client hereby acknowledges that they have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. Client is aware and agrees that by executing this waiver and release, they are giving up their right to bring a legal action or assert a claim against trainer for trainer's negligence, or for any defective product used while receiving personal training from trainer. Client has read and voluntarily signed the waiver and release and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Client Signature

Date