

## Agreement and Release of Liability for **The Total Training Company**

In consideration of being allowed to participate in the activities and programs offered by **The Total Training Company**, and to use its facilities, equipment and machinery, in addition to the payment of any fee or charge, I do hereby waive, release, and forever discharge **The Total Training Company** and its officers, shareholders, directors, agents, employees, representatives, executors, and all others (collectively, the "Released Parties") from any and all responsibilities or liability from injuries or damages resulting from my participation in any activities or my use of equipment or machinery in the above mentioned activities. I also do hereby release the Released Parties and any others acting upon their behalf, from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of the Released Parties or others acting on their behalf or in any way arising out of or connected with my participation in any activities of **The Total Training Company** whether at home or a club, outdoors, or other public places, or corporate, commercial, residential or other fitness facility.

I understand and am aware that strength, range of motion and cardiovascular training, including the use of equipment, is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death, and I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment or machinery except as hereinafter stated. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise / fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, and use of exercise and training equipment so I might have his / her recommendations concerning these fitness activities and equipment use. I acknowledge I have either had a physical examination and been given my physician's permission to participate, or that I have decided to participate in fitness activities and use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities and utilization of equipment and machinery in my activities.

Signature \_\_\_\_\_

Date \_\_\_\_\_