

Fitness Training Agreement and Waiver of Claims

1. Parties, Agreement and Term.

This training agreement ("Agreement") made _____, 202__ between: Knight Fit, LLC ("KFF") 5810 Main Street, Maple Plain, MN 55359 and _____ ["Client"], [address] _____ sets forth the terms and conditions between the parties hereto.

2. Services.

KFF agrees to provide a fitness training program designed to match the needs and goals of the Client, and such program may be adjusted and revised from time to time in whole or in part based upon KFF's judgement and experience. KFF makes no guarantees or representations as to the results Client may be able to achieve, and Client acknowledges that it is solely responsible for engaging in the activities recommended by KFF and for communicating with KFF regarding its progress, challenges and needs.

3. Client Understanding.

Client being allowed to participate in a KFF personal training program based upon her understanding and agreement to pay for KFF's services in advance, assume the risks of participation, waive any and all claims of liability against KFF, and adhere to KFF's policies, instructions, and procedures. Client understands that the program is voluntary and expects to engage in prescribed daily activity outside of KFF's instruction time in order to progress.

4. Client's Physical and Medical Condition.

Client has researched KFF's website and other similar programs and is familiar with the rigor Client is expected to encounter through KFF's training programs. Client agrees to provide KFF upon request with a written communication from Client's doctor confirming that Client is healthy enough to engage in vigorous physical activity of the kind offered through a KFF program. If, during Client's participation in a KFF program, Client encounters physical issues such as pain or physical distress, Client shall discontinue participation in the program immediately. Also, if Client's physical or medical condition or ability to engage in vigorous physical activity should change, Client will immediately notify KFF. Client understands that KFF recommends that Client have a physical examination and consultation with Client's physician at least annually so that Client is aware of what level of physical activity is appropriate for Client.

5. Release of Liability and Assumption of Risk.

Client hereby acknowledges that he/she desires to participate in a KFF training plan, on a completely virtual basis, and fully understands and agrees with the following:

- a. that KFF will review Client's Lifestyle Questionnaire and PAR-Q, but that a KFF is not a physician and cannot replace the advice and expertise of a physician;
- b. that Client has the right to stop or decrease exercise at any time during a session and that it is Client's obligation to inform KFF of any symptoms such as fatigue, shortness of breath or chest discomfort that Client may experience;
- c. that participation in a KFF program, including but not limited to exercising, use of exercise equipment, and strenuous exertion such as strength training all increase heart rate and body temperature;
- d. that exercise involves certain risks, including but not limited to, slips, falls, unintended loss of balance and other accidents which result in muscular, neurological, orthopedic or other bodily injury, serious neck and spinal injuries causing complete or partial paralysis, heart attack, stroke or even death;

- e. that part of the risk involved in undertaking any activity or program is relative to Client's state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill which Client conducts itself in that activity or program;
- f. that knowing the physical risks and appreciating, knowing and reasonably anticipating that other injuries are a possibility, **Client hereby expressly assume all of the delineated risks of injury, all other possible risk of injury, and even risk of possible death, which could occur by reason of my participation.**

6. Waiver.

I do hereby waive, release and forever discharge KFF from any and all responsibility or liability for any injuries or damages (including any injuries and damages caused by the negligent act or omission of KFF or its staff) resulting or arising from my participation in any activities through or with KFF, including but not limited to exercise, personal training and/or the use of equipment.

7. Client is signing this Agreement freely, voluntarily, and competently, and Client attests that he/she is at least eighteen (18) years of age.

8. Payment.

Client agrees to pay KFF the following compensation for the training services offered under this Agreement: (check one)

- Upfront fee for program purchased

Payment is due through the KFF invoicing system at least 48 hours prior to each weekly or bi-weekly session.

9. Force Majeure.

KFF will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any unanticipated issue beyond its reasonable control, including acts of God, accidents, riots, epidemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host or internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, etc.

IN WITNESS WHEREOF, the parties agree to the terms set forth above.

Signature: _____

Print Client's Name: _____ **Date:** _____

Knight Fit, LLC

Emily Knight, President

Date: _____