

INFORMED CONSENT AND WAIVER FROM LIABILITY AND INDEMNIFICATION AGREEMENT

I, _____ (hereinafter referred to as the "Undersigned") do hereby consent to participate in a personal training program conducted by Adam Schaeuble and Next Generation Personal Training (hereinafter referred to as "Instructor") that will consist of; without limitation, weight training, strength and conditioning activities and cardiovascular activities (hereinafter referred to as "the personal training program"). I have been informed and am fully aware of the risks and dangers that have been associated with physical exercise including, without limitation, musculoskeletal injury, spinal injuries, abnormal blood pressure responses, and in rare instances, heart attack or death and that unanticipated and unexpected dangers may arise during my participation in the personal training program.

I have read and understand the foregoing consent to participation in the personal training program and understand that my participation is voluntary and that I may discontinue my participation at any time if I see fit to do so .

In consideration for participation in the personal training program, the Undersigned agrees to the following:

Release of Claims

a. Undersigned, along with his or her heirs, administrators and assigns, shall release Instructor (and his employees, servants and agents) from and against any and all liabilities, obligations, penalties, claims, judgments, demands, actions, disbursements of any kind and nature, suits, losses, damages, costs and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in connection with, property damage or personal injury (including without limitation death) to the Undersigned that arise out of, or are connected with, the Undersigned's participation in the personal training program (collectively "Claims") including without limitation Claims allegedly resulting in whole or in part by the negligent acts or omission of the Instructor (and his employees, servants and agents), or for acts or omissions for which the Instructor (and his employees, servants and agents) otherwise would be strictly liable.

Indemnification

b. Undersigned, along with his or her heirs, administrators and assigns, shall Indemnify, defend and hold harmless Instructor (and his employees, servants and agents) from any and all Claims arising out of, or in connection with, Undersigned's participation in the personal training program (collectively "Claims") including without limitation Claims allegedly resulting in whole or in part by the negligent acts or omission of the Instructor (and his employees, servants and agents), or for acts or omissions for which the Instructor (and his employees, servants and agents) otherwise would be strictly liable.

I represent and certify that my age is ____ and if I am under the age of eighteen (18) years, I represent and certify that I have the permission of my parents and/or guardian to participate in the personal training program and they have full knowledge thereof.

In witness whereof, I have executed this informed consent and waiver from liability and indemnification agreement on this date of ____/____/____.

Sign By: _____.

Printed Name

Parent or guardian release: _____
(if under 18 years of age)

Printed Name

Date