



Waiver of Liability and Release of Claims

Joe Gagner DBA FIIT For Life (hereinafter referred to as “Joe Gagner”) is a certified personal trainer, multi-sports performance enhancement coach, and corrective exercise specialist that provides a wide variety of services for people (hereinafter referred to as “Participant/s”) of all ages. Some of the activities offered include but are not limited to personal training, group fitness instruction, performance enhancement, youth sports training, and corrective exercise. Some of the many benefits associated with these activities include improved fitness, opportunity to compete and excel, improve self-confidence, better health, increased sense of belonging, wholesome recreation, social interaction, improved self-image, weight loss, and improved appearance. The physical exertion required ranges from mild to very strenuous, depending on the activity and the motivation of the Participant; the skill level required ranges from beginner to highly advanced, depending on the activity and competition; and the competitiveness of the activity ranges from moderate to highly competitive.

While the many benefits of these activities are apparent, Joe Gagner and staff regard Participant safety as a top priority and feel it is important that the Participant [either an adult Participant OR a minor Participant and his/her parent(s)/guardian(s)] understand that there are risks inherent in all physical activity. Joe Gagner takes great care to reduce the risks associated with the many physical activities offered. However, regardless of the care taken to avoid injuries, some risks are inherent in any physical activity and cannot be totally eliminated without changing the nature of the activity. A few examples of the many inherent risks include, but are not limited to, heat-related illness; over-exertion; imperfect playing surfaces; failure to adhere to posted rules or warnings; collisions with objects or co-participants; falls to the playing surface, unexpected equipment failure or malfunction (e.g., obstacles, fitness equipment, etc.); careless or erratic acts by co-participants; errors in judgement; and being struck by an object (e.g. ball, bat, fitness equipment, etc.). Minor injuries are the most common and include, but are not limited to, muscle soreness, headaches, sprains/strains, abrasions and bruises. Joe Gagner believes that it is important that every Participant understand that these types of injuries can occur. Further, Joe Gagner advises that Participant should be evaluated by his/her physician prior to participating in the activities.

The undersigned Participant warrants and represents that he/she possess the authority to execute this Waiver of Liability/Release of Claims on behalf of the above-named Participant. Participant acknowledges that Participant will be participating in Activities at a potential variety of locations.

ASSUMPTION OF RISKS: I, the undersigned Participant, understand that all activities provided by Joe Gagner inherently involve the risk of bodily injury, regardless of the care taken by Joe Gagner. By signing this waiver, Participant acknowledges that he/she has read and understood this Waiver of Liability and Release of Claims and that he/she knows, understands, and appreciates the risks and types of injuries inherent in the Activities. The Participant hereby acknowledges that participation in the Activities is voluntary and he/she knowingly assumes all inherent risks of the Activities, today and on all future dates.

WAIVER AND RELEASE OF LIABILITY: Joe Gagner urges Participant to obtain a physical examination from a doctor before using any exercise equipment or participating in any Activities. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at Participant’s sole risk. Participant certifies that they are in good physical condition and have no known disabilities and/or physical limitations that might otherwise be detrimental to their participation and well-being.

I understand that the agreement to use, or selection of exercise programs, methods and types of equipment shall be my entire responsibility, and Joe Gagner shall not be liable to Participant for any claims, demands, injuries, damages, or actions arising due to injury to their person or property arising out of or in connection with Activities and/or the use of services, facilities, and premises in which training is held. I hereby hold Joe Gagner, his officers, owners, agents, employees and partners harmless from all claims which may be brought against them by Participant or on their behalf for any such injuries or claims. I confirm that all of the information provided on this application is true and correct.

INDEMNIFICATION: Participant shall indemnify, defend and hold harmless Joe Gagner from and against any and all claims resulting from, arising out of or in connection with Participant’s use of the facilities, locations or equipment; participation in and/or attendance at the Activities; and/or Participants conduct and/or actions before, during, and/or after the Activities (whether intentional or otherwise, whether resulting in whole or in part from the negligence of Joe Gagner; provided, however, that the foregoing indemnification shall not apply to any claims that are ultimately found to have been caused by the willful misconduct of Joe Gagner.

COVID-19 AND OTHER INFECTIOUS DISEASES: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.



Joe Gagner has put in place preventative measures to reduce the spread of Covid-19; however, it cannot be guaranteed that Participant will not become infected with Covid-19 as a result of participation in Activities.

In consideration of being allowed to participate in any training, events, and Activities associated with the services provided by Joe Gagner, I the undersigned, acknowledge and agree that:

Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and Covid-19. While particular rules and personal discipline may reduce the risk, the risk of serious illness and death does exist; and I knowingly and freely assume all such risk, both known and unknown, even if arising from the negligence of Joe Gagner or others, and assume full responsibility of participation; and, I willingly agree to comply with the stated and customary terms and conditions for participation in regards to protection against infectious diseases. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to Participant (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance to the youth sports training sessions ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Joe Gagner, his employees, agents, and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Joe Gagner, his employees, agents, and representatives, whether a COVID-19 (or any other communicable disease) infection occurs before, during, or after participation in any youth sports training session.

Further, I will not attend any events, sessions, training, etc. if I have any reason to feel as if I may have any of the above or other communicable diseases. I will maintain safe social distancing, sanitize my own equipment, etc. and follow all guidelines for the health and safety of staff and other members.

I attest that I and/or Participant have not travelled outside the USA in the last 30 days, that I have not been in close contact with someone who has travelled outside the USA in the last 30 days, that I have no fever, cough, and/or shortness of breath, that I have not been in close contact with anyone with a laboratory confirmed case SARS, Corona MERS, and that I authorize Joe Gagner to take my/Participant's temperature at the beginning of every training session. If I answer Yes to any of the above, I will follow up with my primary care physician, Urgent Care or Emergency Room for additional screening and care.

CANCELLATION POLICY: Clients are asked to provide **24-hour advance** notice when cancelling. Clients understand that cancellations not meeting the 24-hour advanced notice requirement will be treated as completed sessions and deducted from any pre-paid session count.

All Clients must sign.

Full Name _____ Age _____ DOB ____ / ____ / ____

Signature _____