



Betsy Szczypinski

919.616.8658 • Betsy@GeriActiveNC.com

Personal Trainer & Certified Senior Fitness Instructor

Full Disclosure of Physical Conditions/ Informed Consent and Assumption of Risk and Release of Liability

This Full Disclosure of Physical Conditions/Informed Consent and Assumption of Risk, and Release of Liability is executed on _____, and is a material part of: and is incorporated by reference into the Personal Training Agreement executed by the Client.

1. The Client certifies that he or she is physically sound and suffering from no condition, impairment, disease, infirmity, or illness that would prevent the Clients participation in the Clients Activities under this Agreement, except as hereinafter stated.

By _____

2. The Client certifies that he or she has been informed of the need for a physician's approval for participation in the Activities under this Agreement.

By _____

3. The Client certifies that Elizabeth (Betsy) Szczypinski has recommended that the Client have a yearly or more frequent physical examination and consultation with the Clients physician as to physical activity, exercise, and use of exercise and training equipment so that the Client may have knowledge that he has either (a) been given permission by the Clients physician to participate, or (b) that the Client has decided to participate in the Activities under this Agreement without the approval of his physician.

By _____

4. The Client expressly assumes all responsibility for the Clients participation in the Activities under this Agreement.

5. The client certifies that the client has given full and complete disclosure of all physical conditions, impairments, diseases, infirmities or illnesses that might affect or prevent the client's participation in the activities under this agreement. The client represents that he has no congenital, physical, or mental health problems, no underlying cardiovascular, neurological, or any illness, or condition which might affect or prevent the client's participation in the activities under this agreement.

Informed Consent and Assumption of the Risk

1. The Client enters into this Agreement with full knowledge of all the risks and benefits associated with the Activities under this Agreement. The Client certifies that the client is of a legal age to enter into a Agreement, and is not mentally incapacitated. The Client certifies that s/he enters into this Agreement without duress, undue influence, and for valuable consideration.

2. The Client certifies he or she understands the risks associated with participation in the Activities under this Agreement including, but not limited to physical injury resulting from the acts, omissions, and/or negligence of others. The Client certifies that the Client knows and fully understands the importance and relevance of all the risks, and expressly and voluntarily assumes all risks associated with the Clients participation in the Activities under this Agreement, including but not limited to the activities of training; exercise; aerobics and aerobic conditioning and training; weight training; circuit training; cardiovascular exercise and training; use of machinery, training equipment, free weights, circuit machinery and cardiovascular machines; stretching; weightlifting; testing, including but not limited to testing of the cardiovascular system, heart rate, muscle strength, endurance, and flexibility, and any other training activities, techniques, and/or exercises. Further, the Client expressly and voluntarily assumes all risk associated with the Client's participation in the Activities under this Agreement, including but not limited to the risks of dizziness; strains and/or sprains; fractures of any kind; syncope (fainting); arrhythmia (alteration in heart rhythm); dyspnea (shortness of breath); angina pectoris (chest pain); tachycardia (rapid resting heart rate over 100 beats per minute); myocardial infarction (heart attack); cerebrovascular accident (stroke); dysrhythmia (abnormal rhythm of brain waves or heart rhythm), and/or any other physical injury, due to any cause whatsoever.



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Release of Liability

1. Client certifies that the Client voluntarily agrees to participate in the Activities under this Agreement, including but not limited to the activities of training; exercise; aerobics and aerobic conditioning and training; weight training; circuit training; cardiovascular exercise and training; use of machinery, training equipment, free weights, circuit machinery and cardiovascular machines; stretching; weight lifting; testing, including but not limited to testing of the cardiovascular system, heart rate, muscle strength, endurance, and flexibility; and any other training activities, techniques, and/or exercise. The Client further agrees to follow all rules set forth by GeriActiveNC and its Trainers.

2. In consideration of the privilege of participating in the Activities under this Agreement, and the training services provided by GeriActiveNC and its Trainers, the Client for himself, his heirs, assigns, administrators, executors, and/or all members of his family, including minors, waives, releases, holds harmless and forever discharges GeriActiveNC its successors in interest, assigns, servants, agents, employees, independent Agreementors, associates, officers, directors, officials and any other participants in the Activities under this Agreement, from all responsibility, liability, claims and demands of any kind and nature, damages, actions, causes of action of any kind, whether now known or unknown, or which the Client may have now, or which may hereafter accrue to the Client (collectively, the Claims), including but not limited to Claims based upon or related to dizziness; strains and/or sprains; fractures of any kind; syncope (fainting); arrhythmia (alteration in heart rhythm); dyspnea (shortness of breath); angina pectoris (chest pain); tachycardia (rapid resting heart rate over 100 beats per minute); myocardial infarction (heart attack); cerebrovascular accident (stroke); dysrhythmia (abnormal rhythm of brain waves or heart rhythm); and/or any other physical injury, due to any cause whatsoever, including the act or omission, negligence, or any other fault of GeriActiveNC, its successors in interest, assigns, servants, agents, employees, independent Agreementors, associates, officers, directors, officials, and any other participants in the Activities under this Agreement.

TRAINER

GeriActiveNC

By _____

Date _____

Client

By _____

Date _____