



Informed Consent Agreement ("AGREEMENT")

Program Objectives

I understand that my physical fitness program is individually tailored to meet the goals and objectives agreed upon by my Personal Trainer and myself. I understand, however, that my Personal Trainer cannot guarantee that I will accomplish the goals that I establish.

Description of the Exercise Program

I understand that my exercise program will involve participation in a number of types of fitness activities.

These activities will vary depending upon my established objectives, but will probably include:

- 1) Aerobic activities including, but not limited to, the use of treadmills, stationary bicycles, step and rowing machines, and running track;
- 2) Muscular endurance and strength building exercises including, but not limited to, the use of free weights, weight machines, calisthenics, and other exercise apparatus;
- 3) Other activities selected by my Personal Trainer and agreed upon by me; and
- 4) Selected physical fitness and body composition tests.

Description of Potential Risks

My Personal Trainer has explained that no exercise program is without inherent risks and that, regardless of the care taken by my Personal Trainer, he (or she) cannot guarantee my personal safety. For example, when one induces cardiovascular stress through activity, injuries can range from occasional minor injury (e.g., pulled muscles, muscle soreness) to infrequent serious injury (e.g., heart attack, stroke, or other cardiovascular accidents) to the very rare catastrophic incident (e.g., death, paralysis). Likewise, I know that engaging in muscular endurance, strength building, and other fitness activities occasionally results in minor injuries (e.g., bruises, musculo-skeletal strains and sprains), infrequently, more serious injuries (e.g., muscle tears, herniated disks, torn rotator cuffs), and very rarely, catastrophic injury (e.g., death, paralysis). I realize that when participating in any exercises or conditioning activity, there is always a possibility that minor injuries, major injuries, and or catastrophic injury/death may occur.

I understand that my Personal Trainer shall not be liable for any damages arising from personal injuries I may sustain while and during the personal training program. I acknowledge that while using exercise equipment during the personal training program, I do so at my own risk. I further acknowledge that I assume full responsibility for any injuries or damages of any kind which may occur during my personal training session.

Description of Potential Benefits

I understand that a regular exercise program has been shown to have definite benefits to general health and well-being. I know that some of the physiological benefits of a regular exercise program can include loss of weight, reduction of body fat, improvement of blood lipids, lowering of blood pressure, improvement in cardiovascular function, reduction in risk of heart disease, improved strength and muscular endurance, improved posture, and improved flexibility. I further understand that regular exercise can have psychological benefits, often improving one's outlook and feeling of well-being, as well as relieving tension and stress.

Client Responsibilities

I understand that it is my responsibility to:

- 1) Fully disclose any health issues (including diabetes, heart problems, seizures, and asthma) or medications that are relevant to participation in a strenuous exercise program;
- 2) Inform the trainer if there are activities with which I do not feel comfortable;
- 3) Cease exercise and report promptly any unusual feelings (e.g., chest discomfort, nausea, difficulty breathing, apparent injury) during the exercise program; and
- 4) Clear my participation with my physician.

I understand and warrant, release and agree that I am in good physical condition and that I have no disability, impairment or ailment that would prevent me from engaging in my personal training program and or prevent me from engaging in active or passive exercise that will be detrimental to my heart, safety, comfort or physical condition.

I warrant that I have had a recent physical checkup and have my personal physician's permission to engage in aerobic and or anaerobic conditioning.

Client Acknowledgements

In agreeing to this exercise program, I, the client:

- acknowledge that my participation is completely voluntary.
- understand the potential physical risks involved in the exercise program and believe that the potential benefits outweigh those risks.
- give consent to certain physical touching that may be necessary to ensure proper technique and body alignment.
- understand that the achievement of health or fitness goals cannot be guaranteed.
- have had a voice in planning and approving the activities selected for my exercise program.
- have been able to ask questions regarding any concerns I might have, and have had those questions answered to my satisfaction.
- am in good physical condition, have no impairment which might prevent my participation in such activities, and have been advised to consult a physician prior to beginning this program
- have been advised to cease exercise immediately if I experience unusual discomfort and feel the need to stop.

I have read and understand the above Agreement. I have been made fully aware of and understand the potential risks involved in this physical fitness program and have approval from my personal physician to engage in my personal training program. I hereby consent to those risks and am freely and voluntarily participating in this program. Finally, I am freely and voluntarily signing this Agreement.

Client Signature Client Name (Print) Date/Time

Kari Schaffner Kari Schaffner (Print) Date/Time



Waiver of Liability, Indemnity Agreement, and Assumption of Risk ("Agreement")

Waiver: In consideration of using the services of Kari Schaffner DBA Empower Fitness Training, LLC (hereafter referred to as EFT), on behalf of myself, my heirs, personal representatives, or assigns, I do hereby release, waive, discharge, and covenant not to sue EFT, its owner, officers, employees, volunteers, and agents, from liability from any and all claims arising from the ordinary negligence of services provided by EFT or any of the aforementioned parties. This Agreement applies to, but is not limited to: 1) personal injury (including death) from accidents or illnesses arising directly or indirectly from participation in activities directed, suggested, or planned by EFT including, but not limited to, organized activities, classes, instruction, observation, related activities in a non-supervised setting, and use of facilities, premises, or equipment; and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification and Hold Harmless: I also agree to hold harmless and indemnify EFT, its owner, officers, employees, volunteers, agents, heirs, assigns, and insurance carriers from all claims (whether initiated by me or by a third party) and to reimburse them for any expenses incurred as a result of my involvement with EFT. I further agree to pay all expenses, including but not limited to, court costs and attorneys' fees, incurred by EFT and the aforementioned parties in investigating and defending a claim or suit resulting from my participation in any EFT fitness and conditioning activities as well as for any proceedings brought by EFT to enforce payment for services rendered or pursuant to a fully executed Agreement.

Severability and Venue: I further expressly agree that the foregoing waiver and assumption of risk Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in the District Court or the Federal Court residing where the incident occurred. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California.

Mediation/Arbitration and Venue: In the event of any dispute or disagreement relating in any manner whatsoever to this Agreement where the damages claim is greater than \$7,500, the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action. Mediation shall be conducted by and according to the rules of the American Arbitration Association shall be utilized, and a mediator shall be chosen in accordance with AAA rules. Any fees of the mediator or costs associated with the mediation proceedings conducted pursuant to this clause shall be divided equally among the parties, unless the parties agree in writing otherwise. Venue for any mediation or litigation shall be exclusively in the City of San Diego, California.

In the event of any dispute or disagreement relating in any manner whatsoever to this Agreement where the damages claim is less than \$7,500, any action shall be filed and prosecuted in the exclusive jurisdiction of San Diego County, Kearny Mesa Small Claims Court.

Attorneys' Fees: In the event any legal proceeding is brought by any party to enforce or interpret this Agreement or to seek a declaration of rights hereunder, the prevailing party in any such proceeding, as determined by law or the court, shall be entitled to recover reasonable attorneys' fees and costs incurred in such proceeding and in any appeal from such proceeding.

Amendment and Waiver: No breach of any provisions of this Agreement can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended or modified only by a written Agreement executed by the parties in interest at the time of the modification.

Parties in Interest: Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement to any person other than the parties to it and their respective officers, directors, members, or their successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party. This Agreement shall not give any third persons any right of subrogation or action against any party hereto regarding any consideration paid pursuant to this Agreement.

Counterparts/Facsimile Signatures: This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument constituting this integrated Agreement. The parties expressly agree that signatures exchanged by facsimile transmission shall be acceptable and binding.

Entire Agreement: This Agreement represents the entire integrated agreement between the parties with respect to the subject matter set forth above, and supersedes all previous oral and written agreements, communications, representations or commitments.

Integration: This Agreement constitutes a single, integrated written contract expressing the entire Agreement of the parties hereto relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kinds whatsoever have been made by any party hereto, except as specifically set forth in this Agreement. All prior discussions and negotiations, if any, are superseded by this Agreement, and are inadmissible in any subsequent proceeding to interpret or enforce this Agreement.

Acknowledgment of Understanding: I have read this waiver of liability and indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the Agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability for injury resulting from ordinary negligence to the greatest extent allowed by law in the State of California.

Client Signature Client Name (Print) Date/Time

Assumption of Inherent Risks: Fitness and conditioning activities, by their very nature, carry with them certain inherent risks that cannot be eliminated regardless of the care the Personal Trainer takes to prevent injuries. The personal training activities offered by EFT provide for activities such as weight lifting, walking, jogging, running, stretching, and other aerobic activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity that places stress on the cardiovascular system. In addition, many activities will involve equipment (e.g., barbells, free weights) and complex machines (e.g., treadmills, stepping machines, stationary bicycles) -- all of which have the potential of malfunctioning or causing injury. The specific risks vary from one activity to another, but in each activity the risks range from 1) occasionally occurring minor injuries such as scratches, bruises, muscle strains, and sprains to 2) rarely occurring major injuries such as ligament damage, broken bones, joint or back injuries, concussions, and heart attacks to 3) the very rare occurrence of catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know the nature of the activities at EFT, I understand the demands of those activities relative to my physical condition and skill level, and I appreciate the types of injuries that may occur as a result of activities made possible by EFT. I hereby assert that my participation is voluntary and that I knowingly and willingly assume all such risks.

Acknowledgment of Understanding: I have read this assumption of risk and fully understand its terms. **I acknowledge that I am signing the Agreement freely and voluntarily and intend my signature to signify a complete assumption of the inherent risks in any way associated with the personal training program offered by EFT to the greatest extent allowed by law in the State of California.**

Client Signature

Client Name (Print)

Date/Time