# BRIAN DANLEY FITNESS

## ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

**DECLARATIONS**: This Agreement is entered into between Brian Danley ("Trainer") and the undersigned ("Client"). The provision of personal training services by Trainer to Client, and Client's use of any premises, facilities or equipment are contingent upon this Agreement.

**ASSUMPTION OF RISK**: You agree that if you engage in any physical exercise while under the tutelage of the Trainer, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment, whether provided to you by Trainer or otherwise, including injuries or damages arising out of the negligence of Trainer, whether active or passive. Your assumption of risk includes, but is not limited to, your use of any exercise equipment (mechanical or otherwise), sports fields, courts, or other general areas of any facilities, or any equipment. You assume the risk of your participation in any activity or instruction, including but not limited to weightlifting, walking, jogging, running, aerobic activities, or any other sporting or recreational endeavor. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Trainer or otherwise.

**WAIVER AND RELEASE OF LIABILITY**: You agree on behalf of yourself to release and discharge Trainer from any and all claims or causes of action (known or unknown) arising out of the negligence of Trainer, whether active or passive. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment which may malfunction or break, (b) improper maintenance of any exercise equipment, and/or (c) negligent instruction or supervision, including personal training.

**INDEMNITY AGREEMENT**: By execution of this agreement, you hereby agree to indemnify and hold harmless Trainer from any loss, liability, damage, or cost Trainer may incur due to the provision of personal training by Trainer to you.

**ACKNOWLEDGMENTS**: You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in 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. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

**You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against Trainer for Trainer's negligence, or for any defective product used while receiving personal training from Trainer. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.**

Participant's Name: _____

Participant's Signature: _____ Date: _____