

Kaizen Training

PARTICIPANT'S AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

Waiver: In exchange for the valuable consideration of being permitted to participate to any extent in personal training or fitness classes, I, the undersigned, for myself, my heirs, personal representatives or assigns, do hereby release, waive, and discharge TRAINER and KAIZEN TRAINING LLC d/b/a Kaizen Training (hereinafter collectively referred to as "KT") from any liability, and further covenant not to sue or otherwise bring legal action against Trainer or "KT," for any and all claims, including personal injury, accidents, illnesses (including death), and property loss arising from, but not limited to, participation in personal training.

Initials: _____

Assumption of Risks: Participation in personal training and fitness classes carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the typical risks may range from:

- Minor injuries such as scratches, bruises, and sprains; to
- Major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; to
- Catastrophic injuries including paralysis and death.

I, the undersigned, have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in personal training and fitness classes. I agree and understand that the previous paragraphs are meant to be merely illustrative, are not to be considered exclusive, and that the occurrence of an injury not expressly mentioned does not fall outside of the scope of this waiver. I hereby assert that my participation in personal training and fitness classes is voluntary and that I knowingly assume all such inherent risks.

Initials: _____

Indemnification and Hold Harmless: I, the undersigned, also agree to INDEMNIFY AND HOLD TRAINER and "KT" harmless from any and all claims, actions, suits, arbitrations, procedures, costs, expenses, damages, and liabilities brought as a result of my participation or involvement in personal training or fitness classes, and to reimburse Trainer and/or "KT" for any such expenses incurred, including any attorney's fees.

Initials: _____

Severability: I, the undersigned, 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 laws of the State of Minnesota, and that if any portion thereof is held invalid it is agreed that the balance shall continue in full legal force and effect.

Initials: _____

Acknowledge of Understanding: I have read this waiver of liability, assumption of risks, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily in exchange for valuable consideration, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by the law.

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X

Participant name

X

Parent/Guardian Name (Printed)

Date

X

Parent/Guardian Name (Signature)

Date