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## **DISCLAIMER, INDEMNITY AND RELEASE OF LIABILITY FORM**

We are dedicated to helping you enjoy your fitness experience at IN TRAINING , and we will take reasonable care to ensure that our equipment and facilities are in a safe condition and that all our staff are trained to fitness industry standards.

However, there are risks associated with exercising and using fitness equipment, which can result in serious injury and even death. To reduce the risk to you and other members participating in the group exercise, please ensure that you are medically fit to exercise, and have had sufficient training on all the equipment before beginning any exercise program. If you are unsure of your medical condition, please seek medical advice and obtain clearance from your doctor. To the fullest extent permitted by law, IN TRAINING accepts no responsibility for any death or injury suffered as a result of using our services or facilities or any theft or damage to property.

This release is entered into between yourself and **IN-TRAINING**, its members, employees, officers, trainers as well as the title holders of any private and public location where **IN-TRAINING** classes are conducted (collectively referred to as "IN-TRAINING").

I, am the individual registering for a training programme (individual or group) with **IN-TRAINING** and I agree to the following:

- I understand that the purpose of **IN-TRAINING** programme / class is to provide fitness instruction and coaching for various levels of fitness. The activities include, but are not limited to, strength training, running, agility drills, jumping, intense cardiovascular activities and flexibility training. I acknowledge that these type of activities may require me to spend time outside in the heat, as well as inside in the event of inclement weather.
- I hereby confirm that, subject to the medical details supplied by me in writing to **IN-TRAINING**, I am in good health and I warrant the accuracy of all information supplied by me.
- I acknowledge that trainers of **IN-TRAINING** are not physicians and are not trained in any way to provide medical diagnosis, medical treatment, and medical advice. I am aware that it is always advisable to consult a physician before embarking on any new health/fitness/nutrition programme.
- In the event of my suffering any medical or health difficulty whilst training I authorise trainers of **IN-TRAINING** to contact a physician and to take me to such physician and/or any appropriate medical clinic or other hospital and to use emergency services where appropriate. I undertake liability for all associated costs incurred.
- I am aware of all the inherent dangers in exercise participation. I acknowledge and understand I will be engaging in activities that involve risk of serious injury, including permanent disability or death and severe social and economic losses which might result not only from my own action, inaction or negligence, but action, inaction or negligence of others, or the condition of the premises on or off site or of any equipment used and further, that there may be other unknown risks not reasonably foreseeable at this time. For the avoidance of doubt, risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, my current and future physical condition, equipment, actions of other people including, but not limited to, participants, volunteers, and lack of hydration. I accept and assume all such risks and expressly waive, release, discharge and agree not to sue **IN-TRAINING** for any loss, damage, death, disability, injury, or action of any kind for participating in the **IN-TRAINING** programme or any other activities organized by **IN-TRAINING**.

- I hereby indemnify and hold harmless **IN-TRAINING** against any and all claims (including negligence), demands, damages, losses (including attorney fees), actions, by my dependents or any other third parties whatsoever arising by reason (whether direct or indirect) of my death, disability or injury whilst participating in the **IN-TRAINING CLASS** programme.
- I will not hold **IN-TRAINING** responsible for any loss, theft and/or damage to vehicles and/or personal property left in vehicles or at any other area at the training location.
- I acknowledge that I conclude this Agreement of my own free will without force or coercion and not having been induced to do so by reason of any representations on the part of **IN-TRAINING**. Any agreement to amend or vary it in any way, shall not be of any force or effect unless and until reduced to writing and signed by the relevant parties.

Signature: \_\_\_\_\_

Full name and surname: \_\_\_\_\_

Date: \_\_\_\_\_