



Client Agreement

Assumption of Risk, Waiver of Liability, and Indemnification Agreement

By signing this document, I understand, and give my informed consent to, the following:

Assumption of Risk: I am engaging Iggly Training, its staff, agents and assigns, ("IT") to provide me with physical conditioning and training, which includes but is not limited to *strength-building and cardiovascular* activities using various types of exercise equipment; and *recreational and competitive sports activities* and *fitness testing* ("Fitness Training").

I am aware that Fitness Training can expose me to certain physical risks, including, but not limited to, injury, incapacity, and death: I also understand that these inherent risks vary as a result of numerous factors including but not limited to the activity, the muscle group involved, and the exercise equipment used. Common minor risks include minor muscle strains and sprains, muscular fatigue and contusions. More serious, but less frequent, risks include joint injuries, torn muscles, heat-related illnesses, eye injuries, and back injuries; and the more remote risks of a catastrophic incident (e.g., stroke, heart attack, paralysis, or death).

I have read the previous paragraph and I know and understand the nature of the activities at IT, I understand the demands of those activities relative to my own physical condition and skill level, and that injuries may occur as a result of activities I engage in. My participation in Fitness Training is voluntary and I knowingly assume any and all risks.

Acknowledgements, Assertions, and Agreements:

- I assert that I possess a sufficient level of physical fitness to, and have no problems which would contra-indicate my safe participation in, Fitness Training.
- I acknowledge that IT recommends and encourages each client to get medical clearance from his/her personal physician before participating, and I assert that I have obtained such medical clearance.
- I acknowledge that it is my duty to inform IT and cease exercise immediately if I should feel any discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) at any time.
- I authorize IT, in its discretion, to administer emergency first aid, CPR, and use an AED; to secure emergency medical care or transportation (i.e., EMS) and to share my medical history with emergency medical personnel.
- I agree to assume all costs of emergency medical care and transportation.
- I agree to allow IT to photograph/video me for training, teaching, and advertisement purposes of IT, and to use such photos/videos in any way IT deems appropriate for those purposes.

Waiver of Liability for Ordinary Negligence: In consideration of permission to use the property, facilities, and services of IT, today and on all future dates, I (on behalf of myself, my heirs, personal representatives, and assigns) do hereby release, waive, and discharge IT, its owner, employees, volunteers, independent contractors, and agents from liability from any and all claims arising from the ordinary negligence of IT, its employees, or agents.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in IT activities (including, but not limited to, organized training activities, fitness tests, classes, observation, individual use of facilities or equipment, and all premises including the associated sidewalks and parking lots); and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification: I agree to hold harmless, defend, and indemnify IT (that is, defend and pay any judgment and costs, including investigation costs and attorney’s fees) from any and all claims of mine, my spouse, heirs, personal representatives, or assigns arising from injury or loss due to my participation at IT. I further agree to hold harmless, defend, and indemnify IT against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation at IT.

Covenant Not To Sue: I will not sue IT, its owner, directors, officers, employees, volunteers, independent contractors, and agents for any present or future claim I might have. This includes claims resulting from the inherent risks of physical conditioning and training, and the ordinary negligence of IT. Instead, I agree to engage in good faith effort to mediate any dispute or claim that might arise; should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of or relating to this contract shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association then in effect.

Severability and Venue: This Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and if any portion thereof is held invalid, then the balance shall continue in full legal force and effect. I understand that if legal action is brought, the appropriate trial court for the county of Yolo in the State of California has sole and exclusive jurisdiction.

Integration Clause: This agreement supersedes any and all previous oral or written promises or agreements. This is the entire agreement between me and IT and may only be changed or modified by a written document executed by all parties.

Cancellation policy: Unless declared an emergency, you will be charged the full amount if no other arrangements have been made with your trainer for a late cancellation. Clients must give Iggy Training staff 24 hrs notice of any cancellation.

Acknowledgment of Understanding: I have read this Assumption of Risk, Waiver of Liability, Covenant not to Sue, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability due to ordinary negligence by IT or the inherent risks of the activity, to the greatest extent allowed by law in the State of California.

Client Name *(Please print)*

Client Signature

Date

Date of Birth

List Any Injuries/Limitations:

Emergency Contact Person *(Name/phone)*

Client Address

Client Phone

Client Email Address