

Participant Release and Acknowledgement of Agreement

1) I, _____, wish to participate in the exercise and training program offered by Daybreak Community Center. I understand that there are inherent risks in participating in any health and fitness program. If I have a health concern I have consulted my physician of choice and received a release to participate in a physical program. If clearance has already been given for me to participate in an exercise program no change has occurred in my physical condition since the date such approval was given that might affect my ability to participate in the fitness program. I agree that Daybreak, Kennecott Land or CCMC shall not be liable or responsible for any injuries to me resulting from my participation in the fitness program (whether at home, at the training studio, outdoors, or at a corporate, commercial, residential or other fitness facility) and I expressly release and discharge Daybreak, LiveDAYBREAK, Daybreak Community Council, Daybreak Community Association, Kennecott Land, Rio Tinto and CCMC from all claims, actions, and judgments and the like which I or my heirs, executors, administrators or assigns may have claim to have as a result of any injury or other damages which may occur in connection with my participation in the fitness program. This release shall be binding upon my heirs, executors, administrators, and assigns.

I have read and understand this term: _____ (initial)

2) I certify that the answers to the questions outlined on the PAR-Q form are true and complete to the best of my knowledge. I acknowledge that medical clearance is required if I have answered "YES" to any of the questions on the PAR-Q form. I understand and agree that it is my responsibility to inform my trainer, instructor of any conditions or changes in my health, now and ongoing, which might affect my ability to exercise safely and with minimal risk of injury.

3) **I have read and understand this term: _____ (initial)**

4) I understand that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my training sessions. I understand that should I feel lightheaded, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity and inform my trainer, instructor.

5) **I have read and understand this term: _____ (initial)**

6) I understand that results of any fitness program cannot be guaranteed and my progress depends on my effort and cooperation in and outside of sessions.

7) **I have read and understand this term: _____ (initial)**

8) I understand that all training is based on 45-60 minute sessions and should I arrive late, there is no guarantee that I will receive my full session with my personal trainer. In return, If my Personal Trainer is late for a session, I will receive the full session time.

9) **I have read and understand this term: _____ (initial)**

10) I understand that Daybreak bills their Personal Training clients on a pre-pay basis. Once my trainer and I have decided upon the type of training package and payment plan I will purchase, payment must be made before the sessions are conducted. cash, credit cards and checks made payable to Daybreak Community Center are all accepted. I understand that all Personal Training sessions are non-refundable.

I have read and understand this term: _____ (initial)

11) I understand that all trainers operate on an appointment basis for all Personal Training sessions, therefore requires that I provide 24- hour notice when canceling an appointment. I will not be charged should I cancel with at least 24 hour notice. Should I cancel with less than 24 hour notice I will be charged in full for that session.

I have read and understand this term: _____ (initial)

12) I understand that during my private or group training session, my trainer/instructor may have to use touch training techniques to correct alignment and/or focus my concentration on a particular muscle area to be targeted. If I feel uncomfortable or experience any discomfort with touch training, I will immediately request that it be discontinued.

I have read and understand this term: _____ (initial)

13) I understand that the use of any nutritional supplements is done under my own will and had not been prescribed by my personal trainer.

I have read and understand this term: _____ (initial)

I have read this Release and Terms of Agreement and I understand all of its terms. I sign it voluntarily and with full knowledge of its significance.

Client

Date

Personal Trainer

Date

