



# LIVE STEADFAST

Consent & Liability Waiver Release Form  
Cancellation & Refund Policy

**Hannah Hardy**  
ACE Certified  
Personal Trainer

I \_\_\_\_\_ (Parent or Guardian if client is under 18 years old) on behalf of \_\_\_\_\_ (minor or child under 18) of \_\_\_\_\_, (City) of \_\_\_\_\_ (State) hereby affirm that I am entering a course of instruction in physical fitness and performance training. By enrolling in this course I certify that I am cognizant of all of the inherent dangers of physical fitness, and the basic safety rules for activities connected herewith. I understand and agree that neither the class nor its owners, operators, agents, or instructors, including but not limited to Live Steadfast and/or Hannah Hardy, may be held liable in any way for any occurrence in connection with my physical fitness and performance, which may result in injury, death, or damages to me or my family, heirs, or assignees. I further acknowledge and forever release Live Steadfast and/or Hannah Hardy in connection directly or indirectly with my physical fitness training as result of negligence, which may result in injury, death or damages to me or my family, heirs, or assignees. In consideration of being allowed to enroll in this course I hereby personally assume all risks connected with the course, and I further release the instructors, program, agents, and operators, including but not limited to the persons mentioned for any injury or damage which may be incurred by me while I am enrolled in the fitness or performance course, including all risks connected therewith, whether foreseen or unforeseen; and further to save and hold harmless the program and persons from any claim by me, or my family, estate, heirs, or assignees, arising out of my enrollment and participation in this course. I further state that I am of lawful age and legally competent to sign this aforementioned release; that I understand that the terms herein is contractual and not a mere recital; and that I have signed this document as my own free act. I have fully informed myself of the contents of this aforementioned and release by reading it before I sign it, I have been advised to submit, at my own expense and time, to a medical examination to ensure myself, and assume my own responsibility of physical fitness and capability to perform under the normal conditions of the fitness and therapy program, and am physically fit as tested by a medical examination. I also understand that the owner reserves the right of membership.

For and in consideration of the foregoing premises and for the express contention of carrying out the purposes of a personalized at-home fitness training program, the parties do hereby agree as follows:

## Acknowledgement of Purchase

Through the purchase of training sessions, I have agreed to participate voluntarily in a program of physical exercise, including, but not limited to, strength training, flexibility development, and aerobic exercise ("Activities"), under the guidance of Live Steadfast and/or Hannah Hardy, its authorized agents, employees, and contractors ("Trainer"). Initials \_\_\_\_\_

### **Acknowledgement of Health**

I declare myself physically and mentally sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in training sessions or my use of Equipment (as defined below). I acknowledge I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of Equipment. I recognize it is my sole responsibility to obtain an examination by a physician prior to involvement in any exercise program. I acknowledge I have either had a physical examination and been given my physician's permission to participate, or if I have chosen not to obtain a physician's permission prior to beginning this exercise program with Trainer, I acknowledge I am doing so at my own risk. I hereby consent to first aid, emergency medical care, and admission to an accredited hospital or an emergency care center when necessary for executing such care and for treatment of injuries that I may sustain while participating in a fitness-training program.

Initials \_\_\_\_\_

### **Medical Insurance**

I understand that I am responsible for my own medical insurance and will maintain that insurance throughout my entire period of participation with Trainer. I will assume any additional expenses incurred that go beyond my health coverage. I will notify Trainer of any significant injury that requires medical attention (such as emergency care, hospitalization, etc.).

Initials \_\_\_\_\_

### **Equipment**

Trainer or I will provide the equipment or machinery to be used in connection with workouts, including, but not limited to, benches, dumbbells, barbells, and similar items ("Equipment"), and I will have control over the area in which we perform our workouts. I represent and warrant any and all Equipment I provide for training sessions ("My Equipment") is for personal use only. Trainer has not inspected my Equipment and has no knowledge of its condition. I understand I take sole responsibility for My Equipment. I acknowledge that although Trainer takes precautions to maintain the Equipment provided by Trainer ("His Equipment"), His Equipment and/or My Equipment ("His or My Equipment") may malfunction and/or cause Injuries and Changes (as defined below) and that I take sole responsibility to inspect any and all of His or My Equipment. Furthermore, I take sole responsibility for any Injuries or Changes Trainer sustains while using My Equipment to demonstrate an Activity, or otherwise, and agree to indemnify him for any and all medical expenses and lost wages related to his use of My Equipment.

Initials \_\_\_\_\_

### **Assumption of Risk**

I understand and am aware that Activities, including the use of Equipment, are potentially hazardous activities, even when completed properly. I acknowledge the possibility that injuries and physical and mental changes ("Injuries and Changes") arising during and/or resulting from engaging in Activities does exist. Injuries and Changes include, but are not limited to: death, fainting, disorders in heartbeat, serious neck and spinal injuries that may result in complete or

partial paralysis or brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the musculoskeletal system, and serious injury or impairment to other aspects of my body, general health, and well-being. I understand Injuries and Changes could result in my becoming partially or totally disabled and incapable of performing any gainful employment or having a normal social life. Initials \_\_\_\_\_

### **Responsibility for Injury**

I am voluntarily participating in Activities and using Equipment with knowledge of the dangers involved. I understand and take sole responsibility for any and all Injuries and Changes that may occur to myself and/or others, including but not limited to Trainer, related to any and all Activities associated with Trainer's instruction, even if not specifically set forth in this document, whether or not they fall within the scope of reasonably foreseeable injuries related to such Activities, and whether or not undertaken in Trainer's presence. Although Trainer will take precautions to ensure my safety, I expressly assume and accept sole responsibility for my safety and for any and all Injuries and Changes that may occur.

In consideration of the acceptance of this entry, I, for myself and for my executors, administrators, and assigns, waive and release any and all claims against Live Steadfast and/or Hannah Hardy and any of their staffs, officers, officials, volunteers, sponsors, agents, representatives, successors, or assigns and agree to hold them harmless from any claims or losses, including but not limited to claims for negligence for any injuries or expenses that I may incur while exercising or while traveling to and from training sessions. These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted with Trainer. Initials \_\_\_\_\_

### **Cancellation Policy**

All cancellations must be received at least 12 hours before your training session in order to avoid being charged for your session. Clients who do not cancel with 12 hours notice will be charged for the cancelled session.

We understand that emergencies happen. We provide every client with one free short-notice cancellation. You will not be charged for your first cancellation with less than 12 hour notice. Subsequent short-notice cancellations will be charged for the session. The free short-notice cancellation only applies if we are notified prior to the session start time. No shows are not eligible for the free cancellation. Initials \_\_\_\_\_

### **Refund Policy**

We strive to provide the best possible service to our clients. If for any reason you are not satisfied with our services, we will be happy to issue you a refund for services not performed. If you have paid for a package in full, you will be refunded for unused sessions and services. Initials \_\_\_\_\_

## Conclusion

I acknowledge and agree no warranties or representations have been made to me regarding the results I will achieve from this program. I understand results are individual and may vary.

I acknowledge I have thoroughly read this waiver and release and fully understand it is a waiver and release of liability. By signing this document, I am waiving any right I, or my heirs and/or assigns, may have to bring any and all legal actions or assert any and all claims against Trainer, its respective representatives, executors, and/or assigns.

I represent and warrant I am signing this agreement freely and willfully and not under fraud or duress. I further represent and warrant no social relationship exists between Trainer and me, or if such a social relationship exists, for purposes of my training sessions, Trainer and I have assumed a strict business relationship, and I understand any social relationship does not render this waiver invalid. These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted with Trainer. Initials \_\_\_\_\_

HAVING READ THE TERMS ABOVE AND ATTENDING TO BE LEGALLY BOUND HEREBY AND UNDERSTANDING THIS DOCUMENT TO BE A COMPLETE WAIVER AND DISCLAIMER IN FAVOR OF LIVE STEADFAST AND/OR HANNAH HARDY, I HEREBY AFFIX MY SIGNATURE HERETO.

IN WITNESS WHEREOF, I have executed this aforementioned and release on (Date)

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Participant's name (please print clearly)

\_\_\_\_\_  
Participant's signature

\_\_\_\_\_  
Parent/guardian signature (if applicable)

\_\_\_\_\_  
Company/Trainer's signature