

Jessica's Accelerated Boot Camp
Waiver, Release, and Assumption of Risk Form

I, _____, have volunteered to participate in a fitness program provided to me by Jessica Roberts ("Trainer"), which may include, but may not be limited to, resistance training and aerobic or cardiovascular exercise. In consideration of Trainer's agreement to instruct and train me, I do here now and forever release and discharge and hereby hold harmless Trainer and his respective agents, heirs, assigns, contractors, and employees from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with my participation in this or any exercise program including any injuries resulting there from.

THIS WAIVER AND RELEASE OF LIABILITY INCLUDES, WITHOUT LIMITATION, INJURIES WHICH MAY OCCUR AS A RESULT OF (1) EQUIPMENT BELONGING TO TRAINER OR TO MYSELF THAT MAY MALFUNCTION OR BREAK; (2) ANY SLIP, FALL, DROPPING OF EQUIPMENT; (3) AND/OR NEGLIGENCE INSTRUCTION OR SUPERVISION.

I have been informed of, understand and am aware that any exercise program, whether or not requiring the use of exercise equipment, is a potentially hazardous activity. I also have been informed of, understand and am aware that any exercise and/or fitness activities involve a risk of injury, as well as abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability or death, and that I am voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury, regardless of severity, or death.

I have been advised that an examination by a physician should be obtained by anyone prior to commencing a fitness and/or exercise program, or initiating a substantial change in the amount of regular physical activity performed. If I have chosen not to obtain a physician's consent prior to beginning this fitness program with Trainer, I hereby agree that I am doing so solely at my own risk. In any event, I acknowledge and agree that I assume the risks associated with any and all fitness related activities and/or exercises in which I participate. I undersigned, hereby remise, release, and forever discharge Jessica Lynne Roberts and Jessica's Accelerated Boot Camp Fitness Studio, with causes of action, claims and demands whatsoever, whether or not well founded in fact or law, and from all suits, debts, dues, sums of money, accounts reckonings, notes (or bonds), bills, specialties, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, executions, claims or demands whatsoever, at law or in equity that undersigned ever had, hereafter may ever have against the party hereby released by reason of any matter, causes or things whatsoever up to and including the day of the date of this release. It is the specific intent and purpose of this instrument to release and discharge any and all claims and causes of action of any kind or nature whatsoever, whether known or unknown and whether specifically mentioned or not, which may exist at or prior to the date of this instrument and undersigned specifically waives any claim of right to assert that any cause of action or alleged cause of action or claim or demand has been, through oversight or error or

intentionally or unintentionally, omitted from release. I hereby waive the provisions of section 1542 of the California Civil Code, which states:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS FORM IN ITS ENTIRETY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST TRAINER FOR YOUR NEGLIGENCE OR THAT OF YOUR EMPLOYEES, AGENTS, OR CONTRACTORS. This form is an important legal document that explains the risks you are assuming by beginning an exercise program. It is critical that you have read and understand this document completely. If you do not understand any part of this document, it is your ultimate responsibility to ask for clarification prior to signing it.

Participant's signature Date

Please print name

Parent or legal guardian (if participant is under age eighteen) Date

Please print name

DATE: _____ **TIME:** _____ **AM / PM**

NAME: _____

ADDR: _____

PHONE: _____

EMAIL: _____

AGE: _____ **M / F** **HEIGHT:** _____ **WEIGHT:** _____

HOW DID YOU HEAR ABOUT JAB? _____

CURRENTLY ACTIVE: YES NO SOMEWHAT
EXPLAIN:

HAVE YOU ACHIEVED RESULTS WITH YOUR CURRENT PROGRAM?

WHAT RESULTS WERE YOU HOPING TO ACHIEVE?