

## PERSONAL INFORMATION

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Email Address \_\_\_\_\_  
Emergency Contact Person: \_\_\_\_\_  
Emergency Phone: \_\_\_\_\_ Relationship to Emergency Contact: \_\_\_\_\_

## WAIVER & RELEASE OF LIABILITY/ASSUMPTION OF RISK

You have requested Post to Post Coaching, its authorized agents, employees, and contractors to conduct training sessions.

Because physical exercise can be strenuous and subject to risk of serious injury, we urge you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You agree that by participating in physical exercise or training activities, you do so entirely at your own risk. Any recommendation for changes in diet are entirely your responsibility and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and assume all risks of injury, illness, or death. We are also not responsible for any loss of your personal property.

In consideration of Trainer's agreement to instruct, assist, and train, you hereby agree to hold harmless Post to Post Coaching, Trainer, its respective representatives, executors, agents, and assigns from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected to your participation in any and all Activities, use of Equipment, or any and all acts or omissions, including negligence by Trainer and representatives. This waiver and release of liability includes, but is not limited to, (a) Injuries and Changes to yourself and/or others, including but not limited to Trainer, that may occur as a result of (i) Equipment that may malfunction or break; (ii) any and all defects, latent or apparent, in the design or condition of Equipment; (iii) any and all slips, falls, or dropping of Equipment; (iv) any and all improper maintenance of Equipment or facilities; (v) any hazardous condition that may exist on the premises, including, but not limited to, the specific workout area; (vi) Trainer's negligent instruction or supervision; (vii) damage to property, including but not limited to, Equipment and the premises; (viii) loss of profits or data.

You assume all risk as it comes to sessions and will not hold the Trainer or Company (i.e., Post to Post Coaching) liable for any injury that may incur during the session. Post to Post Coaching, its authorized agents, employees, and their contractors are not liable for any injuries incurred due to an accident, foreseeable or not, in regards to the safety of my surroundings prior to, and throughout the duration of the session/program.

Post to Post Coaching may send you equipment/item with purchase. Post to Post Coaching, its authorized agents, employees, or their contractors are not liable for any injuries incurred due to faulty equipment/items of any kind.

Post to Post Coaching may provide the equipment or machinery to be used in connection with trainings, including, but not limited to, soccer balls, goals, cones, weights, poles, hurdles and similar items (“Equipment”). Post to Post Coaching or Trainer is not liable for any injury from Equipment. You understand you take sole responsibility for any injury from Equipment.

You understand and are aware that Activities, including the use of Equipment, are potentially hazardous activities. You 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, abnormal blood pressure, fainting, disorders in heartbeat, heart attack, and, in some instances, death. You 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. You are voluntarily participating in Activities and using Equipment with knowledge of the dangers involved. You understand and take sole responsibility for any and all Injuries and Changes that may occur to yourself 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 your safety, you expressly assume and accept sole responsibility for your safety and for any and all Injuries and Changes that may occur.

You acknowledge that you have carefully read this and fully understand that it is a release of liability. You expressly agree to release and discharge the trainer or instructor from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring legal action against the trainer or instructor for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here the remaining document.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

CONSENT & LIABILITY

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 sessions or courses, 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, Post to Post Coaching, and/or the trainer, 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.

In consideration of being allowed to enroll in this session/course, I hereby personally assume all risks connected with the session, 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 training, 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 are contractual and not a mere recital; and that I have signed this document as my own free act.

I assume responsibility of physical fitness and capability to perform under the normal conditions of the fitness program and am physically fit. I also understand that the owner reserves the right to require clearance from a physician if they believe the client is high risk enough to warrant such action.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

ACKNOWLEDGEMENT OF PURCHASE

I agree that I am of appropriate age to participate in any activity with Post to Post Coaching and any (“Trainer”) associated and if under 18 I agree to have a parent or guardian sign and acknowledge my use of the service.

I agree that if under 18 to have a parent or guardian sign and acknowledge my use of the service for Post to Post Coaching.

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 Post to Post Coaching, its authorized agents, employees, and contractors (“Trainer”).

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Dated: \_\_\_/\_\_\_/\_\_\_

PHOTO AND VIDEO RELEASE

I grant permission to Post to Post Coaching and all affiliates the right of my image, in video or photo, my likeness, and sound of my voice recorded in audio or video without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published, or distributed and waive the right to inspect or approve the finished product. I waive any right to royalties or any other compensation related to the use of my image or recording. I understand this material may be used in an educational setting. Photographic, video, audio, or likeness may be used for any use including, but not limited to, presentations, courses, online/internet, media, news. I understand this permission signifies that photographic or video of me may be electronically displayed via the internet. I will be consulted about the use of the photographs or video recording for any purpose other than those listed herein. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be used. This release applies to all photo, audio, video collected from sessions listed on this document.

By signing this release, I acknowledge that I read and understand its content and agree to be bound by the release above. I release any and all claims against Post to Post Coaching, Trainers, or affiliates utilizing the material stated in this release.

I agree that if under 18 to have a parent or guardian sign and acknowledge this release.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Dated: \_\_\_/\_\_\_/\_\_\_

## 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 herein). We recommend that every client be checked by a physician prior to sessions, but if the client decides to proceed without physician approval, I will not hold Post to Post Coaching, its authorized agents, employees, and contractors liable for any injuries that I may incur in relation to pre-existing conditions, or conditions that may arise during my program, and that I am doing so at my own risk. It is my responsibility to notify my trainer immediately of any changes in my health.

I, the undersigned, being aware of my own health and physical condition, and having knowledge that my participation in any exercise program may be injurious to my health, am voluntarily participating in a physical activity.

Having such knowledge, I hereby acknowledge this release, any representatives, agents, and successors from liability for accidental injury or illness which I may incur as a result of participating in the said physical activity. I hereby assume all risks connected therewith and consent to participate in said program.

I agree to disclose any physical limitations, disabilities, ailments, or impairments which may affect my ability to participate in said fitness program.

Initials \_\_\_\_\_

## CANCELLATION POLICY

1. Must give a minimum of 24-hour notice to reschedule a session. You are allowed 2 reschedules every month. There will be no makeup sessions in instances where proper notice is not given, or more than 2 cancellations are done in a month. There will be no refunds for sessions without 24-hour notice. Refunds may be given if the Trainer sees fit for extenuating circumstances.
2. Clients who are late to their session will only be guaranteed the time allotted for their session.
3. All sales are final, except as stated above.

I have read the above policies and agree to its terms as it applies to my training.

Initials \_\_\_\_\_

## PRIVACY POLICY

When using the service, you agree to the terms stated herein for the Privacy Policy. This is an informative section for you to understand how we collect, use, and safeguard your data.

1. Collection: Post to Post Coaching may collect non-personal and personal information including but not limited to usage data, preferences, email address, payment information (debit/credit cards), physical address, date of birth. We may use cookies to collect non-personal information. To use the service certain information must be provided to appropriately provide the service. By providing us your email address, you agree to the collection, use, and storing of your email address.
2. Use: Post to Post Coaching does not sell, trade, rent, or otherwise share for marketing purposes your personal information, except as otherwise stated herein. Vendors who perform services for our Company such as email communication and sending promotional products, etc. may use personal information only at our direction and out of necessity to do the services required. We may share your information if we have reasonable, good faith belief that access, use, and disclosure of the information is necessary to meet any applicable legal process or enforceable governmental request.

In the case of a merger, acquisition or partnership campaign, your information may be among the assets/information transferred. You agree that any acquirer may use your information as represented in this Privacy Policy.

3. Safeguard: We protect your information from potential security breaches, however, these safeguards do not necessarily guarantee that your information may not be accessed, disclosed, altered, or destroyed by breach of these security measures. By providing your information and/or using our service you understand and agree to assume any and all risks. We may provide links to other sites, however, we are not responsible for the information and privacy policies presented on those sites.

You have the right to prevent us from contacting you for marketing purposes by either unsubscribing or emailing the Company your preference.

We have the right to change our privacy policies at any time.

Initials \_\_\_\_\_

#### ELECTRONIC COMMUNICATION

By providing us your electronic information (email address, phone number, etc.) you agree to receive any communication from us in electronic form and agree that the any terms or policies provided to you in electronic form satisfy any legal requirements if the information/communication was provided in writing. We may also send information by writing if we so choose.

Initials \_\_\_\_\_

#### INTELLECTUAL PROPERTY

You agree that Post to Post Coaching, Trainers, and all other associated parties retain the right to any and all intellectual property rights related to the service including copyrights, trademarks, and other proprietary information.

Initials \_\_\_\_\_

### MODIFICATION OF TERMS

We have the right to change, amend, and/or update any and all of the terms presented herein at any time. It is your responsibility to check the site and/or verify with us any change in the terms.

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/assumption of risk. 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 Post to Post Coaching, 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. These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted with my Trainer.

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

Participant's signature \_\_\_\_\_ Date: \_\_\_\_\_

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