



Waiver, Acknowledgement Of Risk, Release Of Liability, And Indemnity Agreement

1. In consideration of gaining membership or being allowed to participate in activities, classes, outside events, and programs of Higher Power Training, Inc. ("HPTI") and to use it's products, facilities, equipment and machinery in addition to the payment of any fee or charge, I, the undersigned, for myself, heirs, next of kin, assigns, and personal representatives do hereby agree to waive, release and forever discharge Higher Power Training, Inc and it's officers, agents, employees, representatives, executors, assigns, subcontractors, and all outsourced providers or activities sponsored by Higher Power Training, Inc (hereinafter "HPTI") from any and all responsibilities or liability for injuries or damages resulting from my participation in any activities, classes, and programs. inside or outside HPTI training facilities or my use of products, equipment, machinery, or amenities, or the sudden and unforeseen malfunction of any equipment, in the above mentioned facilities or arising out of my participation in any activities, or my slipping and/or falling while in the facility, or on the facility premises, including adjacent sidewalks and parking areas, at said facility and occurring away from said facilities at HPTI sponsored activities, including overnight stays and transportation provided by HPTI. I do also hereby release all of those mentioned and any others acting upon HPTI behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any act of HPTI or others acting on HPTI behalf or in any way arising out of or connected with my participation in any activities (inside or outside of HPTI facilities) of HPTI or the use of any equipment at HPTI facilities

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2. I have been informed of, understand and am aware that sports performance training, personal training, nutritional supplementation, dietary changes, and strength, flexibility, and aerobic exercise including the use of equipment are potentially hazardous activities, which involves risks, inherent and otherwise know or unknown, that cannot be eliminated which may cause injury, illness, paralysis or death to myself. I also have been informed of, understand, and I am aware that fitness activities involve a risk of injury, including a remote risk of death or serious disability, and that I am voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding and appreciation of the inherent dangers involved. I hereby agree to voluntarily participate in all said activities with the knowledge of the inherent risks, and expressly assume, and accept any and all risks of injury or death. Acknowledging that such risks exists, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE HPTI, from any and all claims, damages, losses actions, suits, proceedings, product liability actions, warranty actions, breach of contract actions, expenses, attorney fees, and liability that I might have for or relating to any injury to myself caused in whole or in part by the negligence in any form by HPTI

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3. I do hereby further represent and warrant myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in these activities or use of equipment or machinery. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in the exercise activities, programs, nutritional supplementation, dietary changes, and use of exercise equipment. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise and use of exercised equipment. I represent and warrant that either I have had a physical examination and have been given my physician's permission to participate or I have decided to participate in the exercise activities, programs and use of equipment without the approval of my physician and do hereby assume all responsibility and risk for my participation in said activities, programs, nutritional supplementation, dietary changes and use of equipment.

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PLEASE TURN OVER AND COMPLETE THE BACK SIDE

4. I understand that HPTI providing and maintaining an exercise fitness program for me does not constitute an acknowledgement, representation or indication of my physiological well-being or a medical opinion relating thereto.

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5. I understand that my trainer or any representative of HPTI may or may not be a Registered Dietician or Licensed Nutritionist and this might result in injury to me. Acknowledging that such risks exists, I agree to waive any claims against HPTI regarding nutritional recommendations, nutritional programs, dietary supplements recommended, or dietary supplements purchased from HPTI.

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6. I further agree to INDEMNIFY, HOLD HARMLESS, AND DEFEND in any action or proceeding, HPTI from and against all claims, damages, losses, actions, suits, proceedings, product liability actions. warranty actions. breach of contract actions, expenses, and attorney fees for or relating to my participation in any activities, or other actions of HPTI, or sponsored by HPTI, including overnight stays and transportation provided by HPTI, my use of HPTI's equipment or facilities, or for my failure to comply with the terms of this Waiver, Acknowledgement Of Risk, Release Of Liability, And Indemnity Agreement, regardless of whether the acts or omission complained of was cause in hole or in part by the negligence in any form by HPTI.

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This document is governed by the laws of the State of Minnesota. If one or more portions of this document are found unenforceable, the remainder of the document will remain enforceable. All understandings and agreements heretofore had between the parties are merged into this Agreement that fully and completely expresses their agreement. This Agreement may be amended only in writing.

I have read and fully understand this Waiver, Acknowledgement Of Risk, Release Of Liability, And Indemnity Agreement and agree to be bound by it terms. I understand that by signing this document I may be waiving certain legal rights, including the right to sue HPTI I sign this document feely and willingly without duress.

_____ **Please Initial**

Phone Number: _____ **Email:** _____ **Birth Date:** _____

Name (Please Print)

Signature

Date

Legal Guardian Name (Please Print)

Signature

Date

Higher Power Training, Inc. Representative's Signature **Date**

Personal Trainer's Name (Please Print)