



URBAN PERSONAL TRAINING

CLIENT TRAINING AGREEMENT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

You are advised that athletic activity and training are POTENTIALLY DANGEROUS RECREATIONAL ACTIVITIES with OBVIOUS RISKS as defined by the Civil Liability Amendment (Personal Responsibility) Act. YOU ARE PARTICIPATING AT YOUR OWN RISK.

First Name: Last Name: Date of Birth:.....

Address:

Email: Contact Number:

Emergency Contact: Emergency Number:

Private Client: Class:

Definitions

In this agreement;

- a. The term "ATHLETIC ACTIVITY" or "ATHLETIC ACTIVITIES" or "TRAINING" includes but is not limited to personal training, fitness classes, strength conditioning, interval training, bodyweight conditioning, stretching, running and training in parks, recreational areas, playgrounds, car parks, and sidewalks, and services provided to the participant by Urban Personal Training.
- b. The term "INJURY" shall refer to all forms of physical, mental and emotional injury in any way related to athletic activity and training activities.

Waiver and Release of Liability

I, the undersigned, am aware that there are significant risks involved in all aspects of athletic activities and physical training. These risks include, but are not limited to: falls which can result in serious injury or death; injury or death due to negligence on the part of myself, my training partner, or other people around me; injury or death due to improper use or failure of equipment; strains and sprains.

I am aware that any of the above mentioned risks may result in serious injury or death to myself and or my partner(s).

I understand that the training may involve weightlifting, bodyweight exercises and other high exertion activities, and 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 session.

I understand that should I feel light-headed, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity and inform my trainer.

I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at, or under direction of Urban Personal Training.

I am aware that this agreement is ongoing and will apply to all future occasions I participate in with Urban Personal Training.

I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

Release

In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by Urban Personal Training, I hereby release Urban Personal Training, their principals, agents, employees, and trainers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

I give permission for Urban Personal Training staff and trainers to seek emergency medical services for me should I become injured or ill, with the understanding that I am responsible for any expense incurred. If I am signing on behalf of a minor child, I also give full permission for any person connected with Urban Personal Training to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility.

Indemnification

The participant recognises that there is a risk involved in the types of activities offered by Urban Personal Training. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence.

Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Urban Personal Training, their principals, agents, employees, trainers, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligence or intentional act or omission while participating in activities offered by Urban Personal Training, at the main building or abroad. This includes but is not limited to parks, recreational areas, playgrounds, areas adjacent to main building, and/or any area selected for training by Urban Personal Training.

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission.

Payments and Cancellations

Payments can be made via Credit Card, Direct Deposit or Cash. The participant understands and agrees that cancellations within 24 hours of their agreed session time MAY be forfeited.

Waiver Release Verification

I HAVE READ this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extend allowed by law. I have had the opportunity to personally discuss with the trainers the potential dangers incidental to engaging in these activities.

Signature of participant:..... Date:.....



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PRE-EXERCISE ASSESSMENT

Medical History	YES	NO
Have you ever told you that you have a heart condition, or have you ever suffered a stroke?	<input type="checkbox"/>	<input type="checkbox"/>
Do you ever experience unexplained pains or discomfort in your chest at rest or during physical activity/exercise?	<input type="checkbox"/>	<input type="checkbox"/>
Do you ever feel faint, dizzy or lose balance during physical activity/exercise?	<input type="checkbox"/>	<input type="checkbox"/>
Have you had an asthma attack requiring immediate medical attention at any time over the last 12 months?	<input type="checkbox"/>	<input type="checkbox"/>
If you have diabetes (type 1 or 2) have you had trouble controlling your blood sugar (glucose) in the last 3 months?	<input type="checkbox"/>	<input type="checkbox"/>
Do you have any other conditions that may require special consideration for you to exercise?	<input type="checkbox"/>	<input type="checkbox"/>

IF YOU ANSWERED 'YES' to any of the above questions, please continue to complete this enrolment form. Once complete, please download and print the GP and Allied Health Medical Clearance Form, make an appointment with your doctor or an appropriate allied health professional to complete the form, and present it to your trainer.

Current level of moderate or high intensity physical activity

Moderate or high intensity physical activities are those that are sufficient to raise your breathing rate. This could include sports or other exercise, such as brisk walking or cycling.

I currently do **less than 150 minutes** of moderate or high intensity physical activity per week.

I currently do **150 minutes or more** of moderate or high intensity physical activity per week.

Fitness and Health Goals

Improved strength Improve balance Improve cardiovascular health

Improve overall health Improve muscle/decrease fat Social interaction

Recommended from a doctor or allied professional

Other (please specify)

How did you hear about us?

Social media Friend or Family Doctor or allied professional

Urban Personal Training website COTA website / newsletter

Other (please specify)