



**INDEMNITY AGREEMENT STATEMENT OF INFORMED CONSENT,
WAIVER, AND RELEASE OF LIABILITY**

THIS AGREEMENT is entered into this _____ day of _____, 200_ , by and between Jim White Fitness, and _____ client.

That for and in consideration of the rights and privileges associated with activity of personal fitness and physical training on or about the premises and leaseholds of Jim White Fitness, the undersigned does acknowledge and agree to be bound by the following.

1. Acknowledgement and Assumption of Risk: I recognize the fact that there is an inherent danger in the activity of personal fitness and physical training which includes, but is not limited to, serious injury, temporary or permanent disability, or death, and that no amount of care, caution, instruction or expertise can eliminate this danger. I further understand that these injuries and losses might result not only from my actions, but the actions, omissions, failures, or negligence of others. I hereby acknowledge and assume these inherent risks associate with these activities and I further acknowledge that my participation in this activity is purely voluntary, and, having been fully informed of said risks, I elect to do so notwithstanding the risks involved.

2. Release of Liability: I hereby waive my rights to make or bring any claims, causes of action, or suits of any nature against Jim White Fitness, its representatives, affiliates, owners, officers, employees, agents, servants, or contractors for any injury or damage of any nature resulting from any negligence or other acts, howsoever caused, by Jim White Fitness, its representatives, affiliates, owners, officers, employees, agents, servants, or contractors, as a result of my participation in the aforementioned activities, and I further represent that I fully understand the legal consequences of this waiver and that I make this waiver knowingly and voluntarily.



3. Use of Client's Premises: I understand that if any training activity of any nature is to take place within my home or residence, I take full, complete and sole responsibility for my own health and safety and for that of any person participating in or otherwise present during the training including any representative of Jim White Fitness, and I further warrant that my home or residence is safe and free of any dangers, including but not limited to: slippery floors, trip and fall hazards, dangerous animals, faulty electrical wiring or systems, fire hazards, noxious fumes or chemicals, or any other condition that may endanger the health or safety of any person participating or otherwise present during the training. I further warrant the premises are adequately insured against loss for injury and/or death to any person participating or present during the training.

4. Reliance on the Health Status Questionnaire: In order to ensure that my fitness program is appropriately tailored to suit my individual needs, I hereby agree to complete a Health Status Questionnaire prior to engaging in any training activity, and I hereby acknowledge and affirm that the information given thereon is accurate and complete to the best of my knowledge and that I have not knowingly made any misrepresentations or omissions of any nature regarding my health, and I understand that Jim White Fitness and its agents will rely on the information I provide regarding my health in the development of a fitness and/or dietary program. I further agree to update and/or supplement the information given in the Health Status Questionnaire in a timely manner if my health status or information changes in anyway. I further agree to hold Jim White Fitness, its agents, affiliates, owners, managers, directors, assigns and or successors in interest harmless for any loss, injury or harm of any nature that results from my failure to timely provide accurate information regarding my health. Finally, I understand and agree that it is my sole responsibility to notify Jim White Fitness and its agents of any health condition or issues that may present a hazard or health risk to myself or Jim White Fitness and its agents.

5. Dietary Regimens: I agree and understand that Jim White Fitness and its agents, representatives, employees, owners, officers and directors are not medical doctors and do not give medical advice. I agree and understand that any dietary advice, including any



advice with regard to the use of any dietary supplements such as vitamins and the like, is given by Jim White Fitness and its agents in the capacity of a registered dietician and is based upon that expertise as it pertains to diet and fitness, and that any medical concerns or issues that I may have should be discussed with a licensed physician, and must be brought to the attention of Jim White Fitness in a timely manner.

6. Indemnity Clause: In addition to assuming full responsibility for any and all liability which may result from the activities listed above, should Jim White Fitness, or anyone acting on its behalf be required to suffer any damages or claims of any nature, and/or incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless from all such damages or claims, including any such fees and costs.

7. Release of Owner: Each and every release, waiver and indemnification of Jim White Fitness, provided in this agreement shall also apply, with equal force and effect, as a release, waiver and indemnification of the owner(s) of the property on which the training activities take place.

8. Applicable Law: This Statement of Informed Consent, Waiver, and Release of Liability agreement is formed under and is to be interpreted consistent with the laws of the Commonwealth of Virginia.

STATEMENT OF INFORMED CONSENT,
WAIVER AND RELEASE OF LIABILITY

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF I AM INJURED OR MY PROPERTY IS DAMAGED WHILE ENGAGED IN THE ACTIVITY OF PERSONAL TRAINING AND PHYSICAL FITNESS AT JIM WHITE FITNESS, OR ANY OF ITS LEASEHOLDS, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST JIM WHITE FITNESS, OR ANY OF ITS AFFILIATED ORGANIZATIONS, OWNERS, OFFICERS, EMPLOYEES, AGENTS, SERVANTS, OR CONTRACTORS, AS WELL AS ANY OWNER(S) OF THE PROPERTY ON WHICH THE ACTIVITY TAKES PLACE.



IT IS THE INTENTION OF THE UNDERSIGNED TO EXEMPT AND RELIEVE JIM WHITE FITNESS, AND ANY OF THE ASSOCIATED PARTIES OR OWNER(S) MENTIONED HEREIN FROM ANY AND ALL LIABILITY SUSTAINED BY ME RESULTING IN PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH.

I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND JIM WHITE FITNESS, AND ITS AFFILIATED PARTIES, AND I SIGN IT ON MY OWN FREE WILL AND VOLITION.

Jim White Fitness

(INDEMNITOR)

by: _____

by: _____

Its authorized agent

Client