



Fitness Training and Nutritional Consulting, Inc.

## Informed Consent Waiver, Release and Hold Harmless Service Agreement for Fitness & Nutrition Program Participant

I, \_\_\_\_\_, am here by enrolling in a program of strenuous physical activity including but not limited to resistance weight training, and/or weight lifting, and various aerobic conditioning activities offered by *Fresh Start Fitness Training and Nutritional Consulting, Inc.* I will also be consulted on nutrition, health and wellness. I have been strongly encouraged, and understand that it is my responsibility, to consult with my physician prior to starting an exercise program or increasing the intensity of an existing program. I assume this sole responsibility as indicated by my signature below and if I chose to; will act on this advice prior to the implementation of any recommendations made by *Fresh Start Fitness Training and Nutritional Consulting, Inc.* I hereby affirm that, to the best of my knowledge, I do not suffer from any condition that would prevent or limit my participation in this Fitness and Nutrition Consulting Program and have not withheld any related information from *Fresh Start Fitness Training and Nutritional Consulting, Inc.*

I understand that *Fresh Start Fitness Training and Nutritional Consulting, Inc.* does not act as a physician and does not dispense medical advice nor prescribe treatment. Rather, *Fresh Start Fitness Training and Nutritional Consulting, Inc.* provides information to enhance my knowledge of how nutritious foods, supplements, and a fit lifestyle affect my health. In the event that through screening, I have been determined to be other than apparently healthy, I have been given a physician's release, as required by *Fresh Start Fitness Training and Nutritional Consulting, Inc.* to exercise. I am taking no medications that may adversely affect my fitness activities, and this release, with or without physician's restrictions, has been given to *Fresh Start Fitness Training and Nutritional Consulting, Inc.* In addition, I acknowledge that if my health changes, it is my sole responsibility to recognize the change and seek medical advice to help me decide if my continued participation in the program or any part of the program is safe and/or appropriate for me.

I fully understand that I may injure myself as a result of my participation in a fitness program and I hereby release *Fresh Start Fitness Training and Nutritional Consulting, Inc.*, its Board, employees and agents, from any liability now or in the future for any injury, including, but not limited to heart attacks, death, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee, lower back, or foot injuries and any other illness, soreness or injury however caused, occurring during, or after my participation in the fitness program offered unless caused directly by the trainer's recklessness or intentional misconduct.

In consideration of my participation in the above referenced fitness and nutrition program, I, for myself, my personal representatives, administrators, heirs and assigns, hereby hold harmless *Fresh Start Fitness Training and Nutritional Consulting, Inc.*, its Board, employees and agents, from any claims, demands, and causes of action, including reasonable legal expenses and attorney's fees, arising from my participation in the program unless caused by the trainer's recklessness or intentional misconduct.

I understand *Fresh Start Fitness Training and Nutritional Consulting, Inc.* has a 24-hour cancellation policy, and am aware that I will be charged a full session for a missed appointment if proper notice is not given (by phone or email at least 24-hours prior to the scheduled appointment). For prepaid and discounted packages, unused portions are not refundable.

I hereby affirm that I have read, have been honest with *Fresh Start Fitness Training and Nutritional Consulting, Inc.*, and fully understand the above information. I have been given the opportunity to present questions in all related matters.

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE