

FITNESS WITH RACHEL

AGREEMENT OF RELEASE AND WAIVER OF LIABILITY

I, _____, hereby agree to the following:

1. That I am participating in the health and fitness programs/classes offered by Rachel Kobey D'Amour, and recognize that fitness programs require physical exertion that may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved.
2. It is my responsibility to consult with a physician prior to participating in physical fitness with Rachel Kobey D'Amour. I agree that I am in good physical condition and no disability, impairment or ailment preventing me from engaging in active or passive exercise.
3. Partaking in fitness programs, one is at risk of injury, accidental or otherwise. I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the program.
4. In consideration of being permitted to participate in health and fitness programs, I knowingly, voluntarily and expressly waive any claim I may have against Rachel Kobey D'Amour for injury or damages that I may sustain as a result of participating in the program.
5. Participant understands that fitness employees are not qualified to give medical advice for any reason, and therefore will seek outside advice from medical authorities whether for initial assessment of physical conditions or other information needed.
6. It is my responsibility to inform Rachel Kobey D'Amour of any change in health or medical status by completing an updated health history form.
7. I, my heirs or legal representatives' forever release waive, discharge and covenant not to sue Rachel Kobey D'Amour for any injury or death caused by their negligence or other acts.

PHOTO RELEASE

If I agree to a photograph or video taken while exercising at Achieve Fitness with Rachel, I grant full permission to use the photograph or video for any broadcast, telecast, video or print media reporting or advertising without compensation.

I have carefully read the above release and waiver of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above and I agree to subject myself to the jurisdiction of Massachusetts courts and be bound by Massachusetts law.

Name: _____ Phone # _____
Address: _____
D.O.B. _____ E-mail: _____
Date: _____ Signature: _____

If participant is under 18:

As legal guardian of _____, I consent to the above terms and conditions.

Date: _____ Signature of guardian of participant _____