



Move. Ever. Upward.

AGREEMENT AND RELEASE OF LIABILITY

1. In consideration of being allowed to participate in the personal fitness training activities and programs of Excelsior Fit, LLC and to use its facilities, equipment and services, in addition to the payment of any fee or charge, I do hereby forever waive, release and discharge Excelsior Fit LLC and its officers, members, agents, employees, representatives, executors and all other acting on behalf, arising out of or connected with my participation in any activities, programs or services of Excelsior Fit LLC or the use of any equipment at various sites, including home, provided by and/or recommended by Excelsior Fit, LLC (please initial)_____
2. I have been informed of, understand and am aware that strength, flexibility and aerobic exercise, including the use of equipment, is a potentially hazardous activity. I also have been informed of, understand and am aware that fitness activities involve a risk or 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 the full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept and all risks of injury or death (Please initial)_____
3. I do hereby further declare 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 for a need of a physician's approval for my participation in the exercise activities, programs and use of exercise equipment. I further 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 exercise equipment. I acknowledge that either I have had a physical examination and been given my physician's permission to participate, or that I have decided to participate in activity and use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities and utilization of equipment and machinery in my activities (please initial)_____
4. For everyone's benefit we strictly enforce our 24-hour cancellation policy and encourage using session packages within the agreed to time frame. Please feel free to discuss this with your trainer. (please initial)_____
5. Client is aware that each trainer at Excelsior Fit is an independent contractor and has signed a non-compete clause as a condition of training at Excelsior Fit. (please initial)_____
6. Please make your instructor/trainer aware of any limitation you might have prior to the scheduled exercise session. (please initial)_____
7. Client agrees to make payment upon first session of service. In the event the session package is not fully used, a credit will be applied to the client for future use or can be transferred at a later date up to a year after purchase. (please initial) _____

NAME: _____ ADDRESS: _____

PHONE: _____ EMERGENCY CONTACT _____

EMAIL: _____

DATE: _____ SIGNATURE: _____

Guardian if under 18 years