

## INFORMED CONSENT WAIVER

I, the undersigned participant, am hereby enrolling in a program of strenuous physical activity including, but not limited to, aerobic/endurance activity, weight lifting, Pilates, stationary bicycling, step and rowing machines, treadmill and the use of various aerobic conditioning machinery. I have been strongly encouraged to consult with my physician prior to starting an exercise program, or increasing the intensity of an existing program, indicated both in this document and verbally in consultation with my personal trainer, Linda Paden. I assume the responsibility, as indicated by my below signature, of all risk associated with the exercise program that I will engage in. It has been explained to me that no exercise program is without inherent risk of injury, and I fully understand that, if I choose to participate, I may experience possible minor or major injury, and even death. 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 the fitness programming of my personal trainer, and I have not withheld any related information regarding my current health condition. In the event that, through the screening process with my personal trainer, I have been determined to be other than apparently healthy, I have been given a physician's release, as required by my personal trainer, to exercise. I am taking no medications that may adversely affect my fitness activities; and, with or without physician's restrictions, this information has been given to my personal trainer, verbally or in writing. In addition, I acknowledge that if my health changes or if I do not feel comfortable at any given time with any part of the fitness programming, it is my responsibility to recognize the change, inform my personal trainer and seek medical advice to help me decide if my continued participation in the fitness program, or any part of the fitness program, is still right for me.

By signing below, I acknowledge the following:

- My participation in this fitness program is completely voluntary, and I understand that my participation in this fitness program does not guarantee the achievement of my fitness goals.
- I understand that physical risks are possible, but I believe that the benefits of this fitness program are greater than the associated risks.
- I have been able to ask questions and receive answers to my questions from my trainer.
- It has been recommended to me that I consult my physician regarding the implementation of this fitness program.
- I have no health condition that would impair me from exercise; and, if that changes or if I experience any discomfort, I will notify my personal trainer immediately. I hereby affirm that I have read, have been honest and fully understand the above information.
- This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Colorado. The state of Colorado shall have jurisdiction over any issues arising from interpretation or enforcement of this consent.

Participant Signature \_\_\_\_\_ Date: \_\_\_\_\_

Trainer Signature \_\_\_\_\_ Date: \_\_\_\_\_

## CONSENT TO PARTICIPATE IN VIRTUAL PERSONAL TRAINING AND POLICIES

Virtual Personal Training sessions involve the use of audio, video or other electronic communications to interact with you. During your virtual personal training consultation, details of your medical history and personal health information may be discussed with your personal trainer through the use of interactive video, audio and telecommunications technology. Additionally, a visual assessment may take place and video, audio, and/or photo recordings may be taken. As a condition of participation in the fitness program, you agree to supply certain information such as contact information and health data to Linda Paden. Your health data will be supplied to Linda Paden for the purposes of assessing whether the fitness program is suitable for the you, outlining a fitness program, and assessing your fitness progress. You understand that Linda Paden will decide, in her sole discretion, whether virtual services are appropriate for you. You understand that your personal trainer will be in a different physical location than you when receiving personal training services.

In the case that life-threatening symptoms are observed by your personal trainer, 911 will be recommended or called. Risks of virtual training include potential loss of confidentiality since data is transmitted via the Internet, and medical inaccuracies, given that recommendations may be specifically based on data reported to the personal trainer or due to problems with the video, audio or data feed being incomplete or incorrect. Your personal trainer cannot guarantee, but will use reasonable means to maintain security and confidentiality of e-mail and other information sent and received. Linda Paden is not liable for improper disclosure of confidential information that is not caused by her intentional misconduct. You agree to proceed with evaluation and hold Linda Paden and all its entities and agents harmless, knowing these risks.

I understand my personal trainer requires payment before scheduling a virtual personal training session. I understand that being punctual to my sessions is important and I may lose my session time if I am late. I also understand my trainer requires a 24-hour notice for cancellation or rescheduling of a session. If I cancel, reschedule, or no-show with less than a 24-hour notice, I may be charged for the entire session. Because I am consenting to virtual training, I understand technology issues are a risk and I understand I will still be charged for my session. If the technology issues are significant, my trainer may offer a discount on a future session at my trainer's sole discretion. Unless other arrangements are made, each personal training session will be on Zoom at \$100 USD a session fee for 50-minute and \$50 USD a session fee for 25-minute. Payments accepted via PayPal and are expected when you schedule your session(s). No refunds.

You acknowledge that you reviewed the content of this document and will ask your provider any questions you may have about this consent during the virtual personal training consultation. You understand the risks described above and understand that Linda Paden disclaims all liability for such risks; you further agree to hold Linda Paden and all its entities harmless with respect to all of these risks. You voluntarily authorize Linda Paden to provide services to you through the use of virtual technologies. You also agree that this agreement shall be governed by, construed and enforced in accordance with the laws of the State of Colorado. The state of Colorado shall have jurisdiction over any issues arising from interpretation or enforcement of this agreement.

Participant Signature \_\_\_\_\_ Date: \_\_\_\_\_

Trainer Signature \_\_\_\_\_ Date: \_\_\_\_\_

## LIABILITY WAIVER

This agreement applies to personal injury, which I understand may arise due to my voluntary participation in exercise activities, and any and all claims resulting from personal bodily injury while utilizing the services of my personal trainer, Linda Paden, herein referred to as 'My Trainer'. I fully understand that I may injure myself as a result of my participation in the fitness program of My Trainer. Injuries may include, but are not limited to, heart attacks, death, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/lower back/foot injuries, and any other illness, soreness, or injury, however caused, occurring during, or after, my participation in the fitness program offered, unless caused by My Trainer's recklessness or intentional misconduct. In consideration of my participation in My Trainer's fitness program, I, for myself, my personal representatives, administrators, heirs and assigns, hereby hold harmless My Trainer, its Board, employees and agents, from any claims, demands, and causes of action, to include reasonable legal expenses and attorney's fees arising from my participation in the fitness program, unless caused by My Trainer's recklessness or intentional misconduct. I hereby release My Trainer, its Board, employees and agents, from any liability now or in the future for any injury that I may sustain as the result of participation in My Trainer's fitness training programming. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Colorado. The state of Colorado shall have jurisdiction over any issues arising from interpretation or enforcement of this agreement.

THE UNDERSIGNED: (a) HAS CAREFULLY READ THIS AGREEMENT; (b) FULLY UNDERSTANDS ITS TERMS; (c) UNDERSTANDS THAT THE UNDERSIGNED HAS GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT; (d) SIGNS IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE; AND (e) INTENDS IT TO BE A COMPLETE RELEASE OF ALL LIABILITY IN RETURN FOR THE SERVICES BEING RENDERED HEREUNDER.

Participant Signature \_\_\_\_\_ Date: \_\_\_\_\_

Trainer Signature \_\_\_\_\_ Date: \_\_\_\_\_