

## WAIVER

# Assumption of risk and liability waiver template

For clients of a personal trainer. Please read this carefully before you sign.

**Not legal advice.** This is a general template in plain language, written by Scraler. Laws on contracts, waivers, refunds and data protection differ by country and state, and a court may not enforce some clauses. Have a lawyer in your area review it before you use it with clients. Replace every blank and delete any clause that does not fit your business.

|                                                                                                                            |                                                                                                                          |                                                                                                                                |                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
|  <b>The activity</b><br>Personal training |  <b>Risks</b><br>Exercise carries risks |  <b>What you give up</b><br>Some legal rights |  <b>Under 18</b><br>A parent or guardian also signs |
|----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|

CLIENT FULL NAME

DATE OF BIRTH

TRAINER OR BUSINESS NAME

DATE

### 1 The activity

I want to take part in personal training with the trainer named above. This includes exercise instruction, workout programmes, fitness testing, use of gym equipment, and exercise done on my own using a programme or app the trainer provides. Location(s):

INITIALS

### 2 My health

I have given my trainer true and complete answers on my health screening and intake form. I will tell my trainer about any change in my health, injuries, medication or pregnancy. I understand my trainer is not a doctor, and that I should speak to a doctor before I start if I am unsure whether exercise is safe for me. I am not aware of any reason why I should not exercise, other than any reason I have disclosed.

INITIALS

### 3 Risks I understand

Exercise carries risks. These include muscle, joint and tendon strains and tears, falls, injury from equipment or weights, dizziness, fainting, abnormal blood pressure or heart rate and, in rare cases, serious injury, heart attack or death. Risks also apply when I train alone or at home following a programme. I understand the trainer will take reasonable care, but that risks cannot be removed completely.

INITIALS

### 4 Taking part freely

I take part voluntarily. I will follow my trainer's instructions, use equipment as shown, and stop and tell my trainer straight away if I feel pain, dizziness, shortness of breath or unwell. I am responsible for the choices I make, including how much weight I lift and whether I train outside supervised sessions.

INITIALS

## 5 Release and waiver

I accept the risks of exercise described above. To the fullest extent allowed by the law where I live, I release the trainer and the trainer's business, employees and the facility from claims for injury, illness or loss that come from the ordinary risks of training, including claims caused by ordinary negligence. This does not apply to injury caused by gross negligence, recklessness or deliberate harm, and it does not remove any right I have that the law does not allow me to give up.

INITIALS

## 6 Emergencies

If I am injured or become ill, I agree the trainer may call emergency services and arrange medical help for me, and I will pay any costs of that care. My emergency contact is on my intake form.

INITIALS

## 7 If I am under 18

A parent or legal guardian must also sign below and confirms they have read this waiver and agree on behalf of the client. Parent or guardian name: \_\_\_\_\_.

INITIALS

## 8 Signing

I have read this waiver, I understand it, and I sign it freely. I understand that I am giving up some legal rights. If any part of this waiver is found unenforceable, the rest stays in force. I may sign electronically.

**Client**

CLIENT SIGNATURE
DATE

**Parent or guardian** (if under 18)

PARENT OR GUARDIAN SIGNATURE
DATE

**Trainer**

TRAINER SIGNATURE
DATE

General template, not legal advice. Have a local lawyer review before use. Free to copy, print and adapt for your own business; do not present it as legal advice to others. Courts in some places do not enforce waivers, or limit them. Ask a local lawyer how waivers are treated where you train.