

Waiver and Assumption of Risk (Home Workouts)

Please note: This form is to be used in addition to, and not in lieu of, the general Waiver and Informed Consent form.

This Agreement, dated this _____ day of _____, 200____, by and between _____ ("Client") and **Fitness and Speed, Inc.** ("Consultant").

Recitals

1. I, _____, have requested that Consultant, through its authorized agents or contractors, conduct our training sessions in my home.
2. I will provide the equipment to be used in connection with our workouts, including but not limited to benches, dumbbells, barbells, and similar items (the "Equipment"), and I will have control over the area in which we perform our workouts.

In consideration of Consultant's agreeing to conduct our training sessions in my home, I hereby agree as follows:

1. I acknowledge and agree that (i) Consultant (or, if applicable, any independent contractor employed by Consultant) has not inspected the Equipment, and that (ii) I have sole custody and control of the area in my home in which workouts will be conducted and that I am solely responsible for the condition of the Equipment.
2. I hereby agree to hold Consultant, and their respective agents, assigns, employees, and contractors, harmless from any loss or damage resulting from or connected with any injury that I sustain as a result of any defect, latent or apparent, in the design or condition of the Equipment, and/or the condition of the area in which we work out, and I hereby assume any and all risks connected with the condition or design of the Equipment and the condition of such area.
3. I hereby assume any and all risks arising from or connected with any hazardous condition in my home, in the specific area in which the workouts are conducted or otherwise, that may result in my injury during any workout with Consultant or Consultant's agents, employees, or contractors.
4. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (1) equipment that may malfunction or break; (2) any slip, fall, dropping of equipment; (3) any improper maintenance of equipment or facilities; (4) any hazardous condition that may exist on the premises, including the specific workout area, my home, and the surrounding property; and (5) your negligent instruction or supervision.
5. I acknowledge that I have thoroughly read this waiver and release and fully understand that it is a release of liability. By signing this document, I am waiving any right I or my successors might have to bring a legal action or assert a claim against **Fitness and Speed, Inc** for your negligence or that of your employees, agents, or contractors.

AGREED AND ACCEPTED THIS _____ DAY OF _____, 200_____.

Client's signature

Please print name