

Arete Health and Fitness LLC – Application and Waiver

This form is an important legal document. It explains the risks you are assuming by beginning an exercise program. It is critical that you read and understand it completely. After you have done so, please complete the form and sign in the spaces provided at the bottom.

Name: _____
 Address: _____ City: _____ State/Zip: _____
 Home Phone #: _____ Cell Phone #: _____
 Email: _____

Arete Health and Fitness LLC
 recommends that you clear your
 participation in any exercise
 program with your physician

INFORMED CONSENT/ASSUMPTION OF RISK

I, _____, agree to participate in one or more physical fitness program(s)/class(es) sponsored by or offered by Arete Health and Fitness LLC. Arete Health and Fitness LLC made me fully aware that the fitness programs/classes which Arete Health and Fitness LLC offers and in which I desire to participate are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. I the undersigned recognize and understand that the programs/classes are not without varying degrees of risk which may include, but are not limited to the following:

Injury to the musculoskeletal and/or cardio respiratory systems which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, or other people around me, injury or death due to improper use or failure of equipment, or injury or death due to a medical condition, whether known or unknown by me. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). **Initials:** _____

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in Arete Health and Fitness LLC programs/classes and accept full responsibility for any injury or death that may result from participation in any activity, class or physical fitness program. I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a result of participation in a fitness program designed by Arete Health and Fitness LLC. Arete Health and Fitness LLC informed me that there exists the possibility of adverse physical changes during an exercise program, and I fully understand the same. Arete Health and Fitness LLC informed me that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack or even death, and I fully understand the same. With my full understanding of the above information, I agree to assume any and all risk associated with my participation in Arete Health and Fitness LLC fitness programs/classes. **Initials:** _____

Release: In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the activities made available by Arete Health and Fitness LLC, and with my full understanding of all of the above, I hereby waive, release, remise, and discharge Arete Health and Fitness LLC and its agents, officers, principals and employees and volunteers, of any and all liability, claims, demands, actions or rights of action, or damages of any kind related to, arising from, or in any way connected with, my participation in Arete Health and Fitness LLC fitness programs/classes, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties.

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

If I am signing on behalf of a minor child, I also give full permission for any person connected with Arete Health and Fitness LLC to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well being of the child. **Initials:** _____

Indemnification: I recognize that there is risk involved in the types of activities offered by Arete Health and Fitness LLC. Therefore I accept financial responsibility for any injury that I or the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Arete Health and Fitness LLC, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by Arete Health and Fitness LLC. **Initials:** _____

Use of picture(s)/film/likeness: I agree to allow Arete Health and Fitness LLC, its agents, officers, principals, employees and volunteers the a picture(s), film and/or likeness of me for advertising purposes. In the event I choose not to allow the use of the same for said purpose, I agree that I must inform Arete Health and Fitness LLC of this in writing. **Initials:** _____

I have fully read and fully understand the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.

_____ /_____/_____
 Participant’s Name (please sign) Legal Guardian if under 18 (please sign)

In a continuing effort to be good stewards of the environment and our community, this page and all office materials of Arete Health and Fitness are printed on 100% recycled paper