

fitlinda, LLC

Personal Training, Bootcamp, Small Group Training, Online Training, Fitness Class Instruction, and
Meal Planning Instruction

Waiver of Liability, Informed Consent, and Photo Release

I, _____, have voluntarily enrolled in a program of strenuous physical activity with fitlinda, LLC including but not limited to aerobics, cardio conditioning, kickboxing, weight training, body-weight training, and the use of various aerobic-conditioning and strength building equipment and machinery, including any training or interaction that may be done online, as well as any meal planning services or instruction that may be offered by fitlinda, LLC (all of the foregoing, collectively, the "Program"). I am aware that there are significant risks involved in the Program and I accept all responsibility for my health and any results, accidents, injury, or death that may affect me in any way. I hereby affirm that I am in good physical condition and able to participate in the Program. In consideration for my participation in the Program, I, personally and on behalf of my heirs and assigns, hereby release Linda Scarpatto, John Scarpatto, fitlinda, LLC, its owners, employees, managers, agents, and contractors, vendors and or suppliers, from any and all liability, claims, demands, causes of action, or claims for relief arising from or related to my participation in the Program. I acknowledge this release of liability includes without limitation all participation in the Program, wherever conducted, whether online or in person, as well as any in-home training or off-site training such as hikes, walks, runs, calisthenics, weight lifting, bootcamps, etc.). I acknowledge that I assume all risk relating to my participating in the Program. By signing this document, I assume all risk for my health and well-being and hold fitlinda, LLC, as well as its owners, employees, and agents, as well as John and Linda Scarpatto, as property owners, harmless therefrom. _____ (initial here)

fitlinda, LLC has recommended that I consult a Physician before I engage in the Program or any part thereof. I acknowledge that I have done so, and that my Physician has cleared me for participation, or, after rendering an individual decision, on my own, I have chosen not to consult a physician but will begin the Program at my own risk.

I have read this form and recognize that there is risk involved in the types of activities included in the Program. I recognize that it is my responsibility to monitor my individual physical performance during any activity and to stop any activity if I feel it is necessary or advisable to do so. I accept financial responsibility for any injury that I may cause either to myself or to any other participant in the Program. Should any party, 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 hereby agree to indemnify and hold harmless Linda Scarpatto, John Scarpatto, fitlinda, LLC, its principals, owners, managers, agents, vendors, suppliers, and employees, as well as John and Linda Scarpatto as property owners, from liability for my injury or death or the injury or death of any other person and/or damage to property that may result from my negligent or intentional acts or omissions while participating in the Program.

I hereby grant fitlinda, LLC permission to use my photograph/video image in any and all publications and advertising for fitlinda, LLC, including website entries, without payment or any other consideration, in perpetuity. I hereby authorize fitlinda, LLC to edit, alter, copy, exhibit, publish or distribute all photos and images. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my photo appears. Additionally, I waive any right to royalties or other compensation arising from or related to the use of the photograph or video images. I hereby hold harmless and release

and forever discharge fitlinda, LLC from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators or any other persons acting on my behalf or on behalf of my estate, may have or may have by reason of this authorization.

I have fully read and understand the foregoing assumption of risk and release of liability and I understand that 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 negligence or intentional acts or omissions. I understand that by signing this form, I am waiving valuable legal rights.

I have carefully read this Agreement and fully understand its contents. I am aware that this is a release and waiver of liability and sign it knowingly, voluntarily, and of my own free will.

_____ Client Signature _____ Date of Signature

Emergency Contact: _____

Emergency Telephone Number: _____

fitlinda, LLC Physical Activity Readiness Questionnaire

Please initial below the answer that correctly applies to you for each question.

Yes No

___ ___ 1. Has your doctor ever said you have heart trouble?

___ ___ 2. Has your doctor ever said you have high blood pressure or high cholesterol?

___ ___ 3. Has your doctor ever told you that you have a bone or joint problem such as but not limited to arthritis that has been aggravated by exercise or might be made worse with exercise?

___ ___ 4. Do you often feel faint or have spells of severe dizziness?

___ ___ 5. Are you over 65 and not accustomed to vigorous exercise?

___ ___ 6. Is there any physical reason not mentioned here why you should not follow an activity program even if you wanted to?

___ ___ 7. Do you frequently have pains in your heart and/or chest?

By signing below I agree that I have read and understand the statements above and that I have initialed above the answer that correctly applies to me.

_____ Printed Name

_____ Signature _____ Date