

BKC Massage & Fitness Studio, LLC

WAIVER & RELEASE

I, _____, through the purchase of training sessions and massage sessions, have agreed to voluntarily participate in an exercise program and/or massage/stretching, including, but not limited to, strength training, flexibility development, and aerobic exercise, under the guidance of _____ (hereafter referred to as BKC Massage & Fitness Studio, LLC). I hereby stipulate and agree that I am physically and mentally sound and currently have no physical conditions that would be aggravated by my involvement in an exercise program or massage therapy session.

I understand and am aware that physical-fitness activities, including the use of equipment, are potentially hazardous activities. I am aware that participating in these types of activities, even when completed properly, can be dangerous. I agree to follow the verbal instructions issued by my trainer. I am aware that potential risks associated with these types of activities include, but are not limited to: death, fainting, disorders in heartbeat, and serious neck and spinal injuries that may result in complete or partial paralysis or brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the musculoskeletal system, and serious injury or impairment to other aspects of my body, general health, and well-being.

I understand that I am responsible for my own medical insurance and will maintain that insurance throughout my entire period of participation with BKC Massage & Fitness Studio, LLC. I will assume any additional expenses incurred that go beyond my health coverage. I will notify BKC Massage & Fitness Studio, LLC of any significant injury that requires medical attention (such as emergency care, hospitalization, etc.).

BKC Massage & Fitness Studio, LLC will provide the equipment to be used in connection with workouts, including, but not limited to, benches, dumbbells, barbells, and similar items. I acknowledge that although BKC Massage & Fitness Studio, LLC takes precautions to maintain the equipment, any equipment may malfunction and/or cause potential injuries. I take sole responsibility to inspect any and all of my or the BKC Massage & Fitness Studio, LLC equipment prior to use.

Although BKC Massage & Fitness Studio, LLC will take precautions to ensure my safety, I expressly assume and accept sole responsibility for my safety and for any and all injuries that may occur. In consideration of the acceptance of this entry, I, for myself and for my executors, administrators, and assigns, waive and release any and all claims against BKC Massage & Fitness Studio, LLC and any of their staffs, officers, officials, volunteers, sponsors, agents, representatives, successors or assigns and agree to hold them harmless from any claims or losses, including but not limited to claims for negligence for any injuries or expenses that I may incur while exercising or while traveling to and from training sessions. These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted BKC Massage & Fitness Studio, LLC.

I represent and warrant I am signing this agreement freely and willfully and not under fraud or duress.

HAVING READ THE ABOVE TERMS AND INTENDING TO BE LEGALLY BOUND HEREBY AND UNDERSTANDING THIS DOCUMENT TO BE A COMPLETE WAIVER AND DISCLAIMER IN FAVOR OF BKC MASSAGE & FITNESS STUDIO, LLC, I HEREBY AFFIX MY SIGNATURE HERETO.

Client's name (please print clearly)

Date

Client's Signature

Client's address

Parent/guardian signature (if applicable)

Date

Trainer's signature

Date