Release of Liability

I ______ (Printed Name of Participant or Parent/Legal Guardian if participant is under the age of 18) hereby accept all risks associated with my participation in personal training with Ronald Gembler of Gembler Fitness and release and forever discharge Ronald Gembler and Gembler Fitness from any and all responsibilities or liability from injuries or damages resulting from or connected with my participation in any of the exercises and/or physical training.

- I acknowledge and fully understand that I will be engaging in training activities that potentially involve the risk of serious injury, permanent disability or death. Other possible risks may include social and economic losses which might result not only from the actions, inactions or negligence of Ronald Gembler and Gembler Fitness but also the actions, inactions or negligence of others, the condition of the training premises or any equipment. Further, that there may be other risks not known or not reasonably foreseeable at this time. I hereby assume full responsibility for all the foregoing risks, known and unknown, and accept responsibility for the damages following any injury, permanent disability or death.
- 2. I further acknowledge and understand that **Ronald Gembler and Gembler Fitness is not a licensed dietician** or physician and that any information or guidelines provided by Ronald Gembler or Gembler Fitness carries no warranty of any kind, expressed or implied, including, but not limited to, warranties regarding safety or suitability for a particular purpose.
- 3. I understand that Ronald Gembler and Gembler Fitness cannot guarantee that its products or workouts will be safe, effective or suitable for everyone. For that reason, all such products and services, programs, techniques and materials embodied in such products and services, are offered without warranties or guarantees of any kind, expressed or implied, and that Ronald Gembler and Gembler Fitness disclaim any liability, loss or damages that may result from their use.
- 4. I understand that a physician's approval is highly recommended prior to participating in personal training with Ronald Gembler and Gembler Fitness and assume all risks associated with my participation in personal training, with or without a physician's consent.
- 5. I also acknowledge that some exercise programs and physical training might be held at my personal residence, place of work, recreation, or other location and hereby accept all risks associated with any and all exercise and personal training locations and agree to assume full responsibility and waive any right to legal action against Ronald Gembler or Gembler Fitness for any property loss or damage.
- 6. I have read this document in its entirety and agree to adhere to all its conditions. I understand the risks and benefits of personal training with Ronald Gembler and Gembler Fitness and any questions that I may have had have been answered to my satisfaction. Upon participation, I do hereby discharge, release and hold blameless Ronald Gembler and Gembler Fitness from any and all liability for damage claims or losses of any kind or character whatsoever resulting from any injury or condition I may suffer, and/or property loss or damage resulting from my participation in exercise and/or personal training.
- 7. By signing this release, I also acknowledge that this release cannot be modified orally.

Participant's Name (Printed)

Participant's Signature or Signature of Parent/Legal Guardian (If participant is under the age of 18) Name of Parent/Legal Guardian (Printed) (If participant is under the age of 18)

Date

Signature of Witness

Date

Printed Name of Witness