

## REAL FITNESS SARASOTA GENERAL WAIVER

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and programs, including but not limited to exercises, lifts, and weight training prepared by Real Fitness Sarasota, LLC or performed at Real Fitness Sarasota, LLC. I do hereby acknowledge that I have been informed of the need to consult with a physician for a physician's approval for my participation in an exercise/fitness activity or in the use of equipment or machinery. I also acknowledge that it had been recommended that I have a yearly or more frequent physical examination and consult with my physician as to physical activity, exercise, and the use of exercise and training equipment. I do hereby acknowledge that I have been informed to consult my physician regarding any nutritional and/or dietary changes suggested or provided by Real Fitness Sarasota, LLC. I understand that any nutritional and/or dietary changes recommended by Real Fitness Sarasota, LLC may cause inherent health risks and I assume all responsibility related to my nutrition and diet. I acknowledge that I have either had a physical examination or have been given my physician's permission to participate, or that I have decided to participate in the activity and the use of equipment and machinery without the approval of my physician. I hereby assume all responsibility for my participation in the activities and utilization of equipment and machinery in conjunction with these activities.

Initial here:

I, the undersigned (hereinafter also referred to as the Client/Member/Buyer), acknowledge an assumption of risk and fully release Real Fitness Sarasota, LLC from any and all liability. I, the undersigned, have been warned and I am aware of these and numerous other inherent risks in participating in any activity at Real Fitness Sarasota, LLC, or the use of any equipment at Real Fitness Sarasota, LLC. I fully and voluntarily assume complete responsibility for those risks and for the injuries that may occur as a result of those risks even if injuries occur in a manner that is not foreseeable at the time I sign this agreement. I, the undersigned, agree to release, indemnify, and hold harmless Real Fitness Sarasota, LLC, its owners, employees, successors or assigns, or other authorized agents, including independent contractors from liability, and promise not to sue.

Initial here:

I, the undersigned, acknowledge that I am aware that the personal training/nutritional service programs purchased from Real Fitness Sarasota, LLC include participation in strenuous physical activities, including, but not limited to, aerobic movements, weight training, stationary bicycling, various aerobic conditioning machinery and various nutritional programs (hereinafter referred to as "physical activities"). Buyer agrees to assume all risk and responsibility involved with participation in the physical activities.

Initial here:

I, the undersigned, acknowledge that these physical activities involve the inherent risk of physical injuries or other damages, including, but not limited to, heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, knee/lower back/foot injuries and any other illness, soreness, or injury however caused which may result in death, occurring during or after Buyer's participation in the physical activities. I further acknowledge that such risks include but are not limited to, injuries caused by the negligence of an instructor, members or other persons, defective or improperly used equipment, over-exertion of Buyer, slip and fall by Buyer, or an unknown health problem of Buyer.

Initial here:

I, the undersigned, affirm that I am in good physical condition and do not suffer from any disability that would prevent or limit participation in the physical activities. I acknowledge participation will be physically and mentally challenging, and I agree that it is my responsibility to seek competent medical or other professional advice regarding any concerns or questions involved with my abilities to take part in the activities.

Initial here:

I, the undersigned acknowledge that Real Fitness Sarasota, LLC, its owners, officers and staff shall be held harmless and indemnified from and against any liability for claims, actions, or costs and damages, related to Covid-19 or variation/strains of Covid-19. I acknowledge the CDC guidelines for social distancing, and other precautions against infection, and take full and voluntary personal responsibility while participating in any exercise, activity or fitness, routines as it relates to Covid-19 exposure or infection.

Initial here:

I, the undersigned, acknowledge that this agreement is legally binding and the information herein is admissible as evidence supporting Real Fitness Sarasota, LLC, thoroughness in informing and making safety awareness to all clients. By signing this document, I am demonstrating the ability to be solely responsible for any loss or damage. I also agree that if I, or someone on my behalf, asserts a claim or file a suit against Real Fitness Sarasota, LLC, I will pay all costs and attorney's fees incurred by Real Fitness Sarasota, LLC in defending that claim or suit, if the claim or suit is withdrawn or dismissed, or to the extent a court determines that Real Fitness Sarasota, LLC is not responsible for the injury or loss.

Initial here:

By signing this Agreement, I, the undersigned, assert that I am capable of participating in the physical activities. I agree to assume all risk and responsibility for not exceeding my physical or mental limits. I, on behalf of myself, my heirs, assigns and next of kin, agree to fully release Real Fitness Sarasota, LLC (as well as any of its owners, employees, or other authorized agents, including independent contractors) from any and all liability, claims and/or any litigation actions that I may have for injuries, disability or death or other damages of any kind, including but not limited to punitive damages, arising out of participation in Real Fitness Sarasota, LLC activities, including but not limited to the personal training/nutritional programs and the physical activities, even if caused by the negligence, gross negligence, intentional acts or omissions and/or other type of fault of Real Fitness Sarasota, LLC, its owners, employees, successors or assigns, or other authorized agents, including independent contractors.

Initial here:

I, the undersigned, have read and initialed all of these statements certifying that I am taking sole responsibility for my skills and actions. I have full knowledge of the nature and extent of the inherent risks in using Real Fitness Sarasota, LLC facilities, equipment, participation in classes, or activities sponsored by Real Fitness Sarasota, LLC. I have initialed these with the knowledge that Real Fitness Sarasota, LLC has taken careful and extensive measures to prevent accidents, injuries, losses, damages, and that there are numerous other skills and inherent risks than those listed above. I acknowledge I have competence in the basic skills necessary to use the facilities and I am relieving Real Fitness Sarasota, LLC of any and all liability for injuries, damages, or losses to myself, other persons, or Real Fitness Sarasota, LLC. I have read this agreement thoroughly and agree to the terms, **no oral representations or statements or inducements have been made to me that change, alter, or modify anything within the agreement.**

Initial here:

☐ I agree to these terms.

Do you have any injuries or health conditions we should know about? \*

☐ Yes ☐ No

If yes, what are they?

How did you hear about us? \*

No answers to show...

Sign your name below:

Please read the [Electronic Records and Signature Disclosure](#)  
☐ I agree to use electronic records and signatures