

## E3 FITNESS ATHLETE WAIVER

**Full Name**

**Email Address**

**Gender**

**Street Address**

**City**

**Province/Region**

**Zipcode**

**Country**

**Date of Birth**

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### Informed Consent / Assumption of Risk:

I am aware that there are significant risks involved in all aspects of physical training. I understand that the reaction of the heart, lungs and vascular system to exercise cannot always be predicted with accuracy. I understand that there is a risk of certain abnormal changes occurring during or following exercise which may include abnormalities of blood pressure or heart rate; chest, arm or leg discomfort; transient light-headedness or fainting; and in rare instances, heart attack, stroke or even death. Excessive work can result (in rare cases) in exertional rhabdomyolysis. I should look for signs of excessive soreness, darkened urine, and pain in the kidney areas in the days following a particularly intense workout. While this type of injury is relatively rare, it can occur due to a number of factors, including (but not limited to) genetic predisposition or dehydration, that may be beyond the control of my trainer. I understand that the programs and classes and online training offered by E3 Fitness, LLC are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. These risks include, but are not limited to: falls 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. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s).

**Initial here:**

### PAR-Q & Informed Consent / Waiver

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in E3 Fitness programs/classes/online training 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 E3 Fitness, LLC. With my full understanding of the above information, I agree to assume any and all risk associated with my participation in E3 Fitness, LLC programs/classes/online training.

**Initial here:**

### PAR-Q & Informed Consent / Waiver ( #E3NEXTGEN and GUESTS )

I willingly assume full responsibility for any and all risks that my children, guests or anyone I am responsible for in exposing themselves to as a result of their participation in E3 Fitness programs, play areas and equipment. I accept full responsibility for any injury or death that may result from participation in any activity, class, physical fitness program, playground area or by others participating in nearby areas. I hereby certify that I know of no medical problems that would increase the risk of illness and injury as a result of participation in any activities or presence by my child or person I am responsible for. With my full understanding of the above information, I agree to assume any and all risk associated with my child or person I am responsible for participating in E3 Fitness, LLC Fitness programs, play areas and equipment.

**Initial here:**

By signing this document, I acknowledge that I have voluntarily chosen to participate in a program of progressive, physical exercise. By signing this document, I acknowledge being informed of the strenuous nature of the program and the potential for unusual, but possible, physiological results including, but not limited to, abnormal blood pressure, rhabdomyolysis, fainting, heart attack, or death. By signing this document, I assume all risk for my health and well-being and hold E3 Fitness, LLC, as well as its owners, employees, and other authorized agents, as well as property owner, including independent contractors, harmless there from. I understand that questions about exercise procedure and recommendations are encouraged and welcomed.

**Initial here:**

**Waiver and Release:** I fully understand that my personal exercise program may be strenuous and I choose to participate voluntarily. I accept all responsibility for my health and any results, injury or mishaps that may affect my well-being or health in any way. I waive any claims, demands, causes of action or any claims for relief whatsoever against, and release E3 Fitness, LLC (any of its owners, employees, or other authorized agents, including independent contractors, as well as property owner from any and all liability, claims and/or causes of action that I may have for injuries or other damages, arising out of participation in E3 Fitness, LLC activities, including, but not limited to the personal training, nutritional programs, programs/classes and online training.

**Initial here:**

**Photo/Video Release:** I acknowledge that my photo/video may be used for promotional purposes and other publications and social media for E3 Fitness, LLC, including web site entries, without payment or any other consideration in perpetuity, **unless I provide written refusal to E3 Fitness, LLC.** I hereby authorize E3 Fitness, 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, **unless I provide written refusal to E3 Fitness, LLC.** Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph or video images. I hereby hold harmless and release and forever discharge E3 Fitness, LLC from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf of on behalf of my estate which may have or may have by reason of this authorization.

Initial here:

#### Cancellation/Refund Policy

Cancellation requests must be sent via text message to the gym number (5407015652) or in person, and sent at least 7 days prior to billing date. Any cancellation requests made less than 7 days to billing date, will not guarantee a cancellation prior to withdrawal, and if payment already processes without communication, a refund will not be given.

**Attendance Policy:** I acknowledge that classes are on a per/week basis, and any classes missed in a week do not carry over to the upcoming week. I understand that if I am the only person RSVP'D for a class and I cancel 30 minutes or less from the start time, I will incur a \$3 fee that goes directly into the gym party fund.

Initial here:

**Indemnification:** I recognize that there is risk involved in the types of activities and training offered by E3 Fitness, LLC. Therefore I accept financial responsibility for any injury that I may cause either to myself or to any other participant due to negligence in my actions and/or behavior. Should the above-mentioned parties, due to my negligent actions and/or behavior 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 E3 Fitness, LLC, their principals, agents, employees, and volunteers, as well as property owner (property owner) 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 E3 Fitness, LLC.

Initial here:

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.

Initial here:

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.

Initial here:

☐ I agree to these terms.

**Do you have any current injuries that we need to modify your workouts around? \***

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**Sign your name below:**

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

