



## WAIVER

**FUNDamental Fitness, The JENERATOR, Second Story Studio, ROM  
5409 Harding Road, Nashville TN 37205  
Personal Training, Yoga, FUNdamental Fitness, ROM**

### **FULL-RELEASE WAIVER and HOLD HARMLESS AGREEMENT**

I, \_\_\_\_\_, (hereinafter referred to as Client), for the privilege of being allowed to participate in physical training at the address above, and for other adequate and sufficient consideration, the receipt of which is hereby acknowledged, hereby expressly agree to fully release, waive, any and all claims against, and hold-harmless FUNDamental Fitness, The JENERATOR, Second Story Studio, and ROM (all hereinafter referred to as the "Company") from any future liability resulting from the intentional or negligent acts of any agent, employee, personal fitness trainer, guest, invitee, licensee, or trespasser of the Company.

Furthermore, in recognition of the inherent risks of minor or major injury, and even death, from or during exercise, and/or fitness related activities, Client hereby agrees to fully release, waive any and all claims against and hold-harmless any agent, employee, personal fitness trainer, guest, invitee, licensee, or trespasser of the Company, from any future liability resulting from the intentional or negligent acts of any agent, employee, personal fitness trainer, guest, invitee, licensee, or trespasser of the Company.

Additionally, Client hereby agrees to fully release, waive any and all claims against and hold-harmless the Company from any future liability, from personal injury or otherwise, that is direct or indirect result of any faulty, defective, unrepaired, broken, or unassembled equipment of the Company. **Client hereby recognizes that he/she trains and/or works out at his/her own risk.** Client expressly assumes any and all risk(s) associated with the physical activity and/or training.

Client further acknowledges that he/she has no medical condition and/or physical condition that Client has not made known to the company that could result in harm to the Client from physical activity of any kind. Client hereby agrees to fully release, waive any and all claims against and hold-harmless the Company from any future liability, from personal injury to otherwise, that is a direct or indirect result of Clients non-disclosure of any known medical and/or physical condition of the Client or of the Clients failure to make known to the Company any reasonable discoverable medical and/or physical condition of Client.

## **Miscellaneous Provisions**

This agreement contains the entire Agreement between the parties, and that there are no understandings, either expressed or implied, not specifically contained herein.

This Agreement shall be governed by the laws of the State of Tennessee. If any dispute should arise as a result of this Agreement, the dispute shall be resolved in a court of competent jurisdiction in Davidson County, Tennessee.

The terms and provisions on the Agreement are to be severable. If any one or more of its terms and provisions if found by any court of competent jurisdiction to be for any reason invalid or unenforceable, such finding is not to effect the enforceability of the rest of the Agreement.

This Agreement may be altered, amended, or cancelled only in writing signed by each of the parties.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_  
(Client)

Printed Name: \_\_\_\_\_