Liability Waiver

As the Client of Brandon Mattison (BMFTP, LLC), I agree to pay for and participate in various fitness and nutrition programs provided by him. These programs may or may not include, and are not limited to, resistance training, aerobic or cardiovascular exercise, and meal plans/suggestions.

I understand that once my payment is received, the trainer will begin working on my program. No refunds will be issued once I receive my plan.

Trainer Responsibilities

Brandon M. will design an effective exercise program and I attest that I have the permission of my medical doctor to participate in programs provided by my trainer.

Client Responsibilities

I acknowledge that my personal trainer is not necessarily a medical professional and is without expertise to diagnose medical conditions or impairments. I agree to promptly and fully disclose to personal trainer any injury, condition or impairment which may have a negative effect on me, or which may impact my ability to continue with the training program I have chosen.

I certify that I am physically capable of participating in a strength, flexibility and aerobic training exercise program and using the equipment associated with such training; that I am over the age of eighteen (18) years; and that I have either (a) had a physical examination and been given a physician's permission to participate in this training program; or (b) decided to participate in this training program without the approval of a physician. I accept responsibility for any health outcome that could arise through my interaction with my trainer.

Release & Waiver

In consideration of this agreement to instruct and train me, I forever release, discharge, and hold harmless Brandon M. (BMFTP, LLC) and his agents, heirs, assigns, contractors, and employees from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected with my participation in this or any program offered by Brandon M. This release includes any injuries resulting from any instruction given, including any negligent instruction or supervision. I understand that Brandon M. and his associates will NOT be responsible for any medical costs associated with any injury I may sustain. I also understand that I should and am urged by the trainer to obtain adequate health and accident insurance to cover any personal injury to myself which may occur.

I understand that any exercise program, whether or not requiring the use of exercise equipment, is a potentially hazardous activity involves a risk of injury, including abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability or death. I am voluntarily participating in these activities with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury, regardless of severity,

or death. I understand that an examination by a physician should be obtained by anyone prior to commencing a fitness, nutrition, exercise program or any combination of these activities. If I have chosen not to obtain a physician's consent prior to beginning this fitness or nutrition program, I hereby expressly acknowledge that I am doing so solely at my own risk.

It is my express intent that this Agreement binds the members of my family (including, but not limited to, any spouse and children), so that it will be deemed as a full release, waiver, discharge and covenant not to sue by my relatives and my estate.

Client Declaration

I declare that I have read, understand and agree to the contents of this Personal Training Agreement in its entirety. I know, understand and appreciate these and other risks that are inherent in these types of activities Activity. I expressly agree and assert that my participation in these programs are voluntary. I knowingly assume all risks and elect to proceed with the participating in the programs despite all the risks. I acknowledge that I am signing this document freely and voluntarily and intend, by my signature, the complete and unconditional release of all liability to the greatest extent.

Client Signature _____

Date _____