HEALTH & WELLNESS CLUB
MINERAL WELLS, TEXAS

LIABILITY WAIVER, ASSUMPTION OF RISK, INFORMED CONSENT & MEDICAL RELEASE

David Harrison · NASM-CPT, NASM-PES · ACE GFI

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGAL AGREEMENT THAT AFFECTS YOUR LEGAL RIGHTS. BY SIGNING, YOU ARE GIVING UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO SUE.

CLIENT INFORMATION

Full legal name _____ Date of birth _____

Address _____ Phone _____

Email _____ Emergency contact & phone _____

1. PARTIES AND SERVICES

This Agreement is entered into between the undersigned client ("Client," "I," "me," or "my") and David Harrison, d/b/a 940 Health & Wellness Club ("Trainer"), located in or operating from Mineral Wells, Texas and surrounding areas.

"Services" means any and all fitness instruction, personal training, group fitness, youth athletic instruction, nutritional guidance, movement assessment, programming, coaching, demonstrations, and any related activities provided by Trainer, whether conducted in person, virtually, at Trainer's facility, at Client's home, at any gym, park, outdoor location, athletic field, or other site.

2. ASSUMPTION OF RISK

I understand and acknowledge that participation in physical exercise and fitness activities involves INHERENT and SIGNIFICANT RISKS of physical injury, illness, property damage, and even death. I freely and voluntarily assume all such risks, both known and unknown.

These risks include, but are not limited to:

- Muscle strains, sprains, tears, pulls, and soft-tissue injuries
- Joint injuries, dislocations, ligament damage, and cartilage injury
- Broken bones, stress fractures, and impact injuries
- Cardiovascular events including elevated heart rate, abnormal blood pressure, arrhythmia, fainting, heart attack, or stroke
- Heat-related illness, dehydration, hypothermia, sunburn, and weather-related conditions during outdoor sessions
- Slips, trips, falls, and collisions with people, equipment, surfaces, or terrain
- Aggravation of pre-existing conditions, injuries, or medical issues
- Injuries from improper use of equipment, equipment malfunction, or environmental hazards
- Exposure to communicable diseases or pathogens at training locations
- Permanent disability, paralysis, or death

Initial _____ I have read the list of risks above and voluntarily assume all such risks, whether or not specifically listed.

3. HEALTH REPRESENTATIONS

By signing, I represent and warrant that:

a. I am in good physical condition and have no medical condition, impairment, disease, infirmity, or other illness that would prevent my safe participation in the Services or place me at unreasonable risk of injury.

b. I have disclosed to Trainer, in writing on the intake form, all medical conditions, injuries, surgeries, medications, allergies, and physical limitations that could affect my participation.

c. I have consulted with a physician regarding my participation in physical exercise if I have any condition that warrants such consultation, including but not limited to heart disease, hypertension, diabetes, pregnancy, osteoporosis, recent surgery, or chronic illness.

d. I will immediately inform Trainer of any change in my health status, any new injury, illness, medication, pregnancy, or condition that arises during the term of this Agreement.

e. I will immediately stop participating and inform Trainer if I experience pain, dizziness, shortness of breath, chest discomfort, lightheadedness, nausea, or any other symptom of distress during any session.

Initial _____ I confirm the health representations above are true and complete.

4. INFORMED CONSENT TO PARTICIPATE

I understand that the Services may include but are not limited to: resistance training with free weights, machines, bands, and bodyweight; cardiovascular conditioning; high-intensity interval training; plyometric and explosive movements; flexibility and mobility work; sports-specific conditioning; rugby instruction and contact drills (where applicable); functional movement; and use of equipment such as kettlebells, barbells, dumbbells, sleds, ropes, boxes, and similar tools.

I understand the potential benefits of exercise (improved cardiovascular fitness, strength, body composition, mobility, and general health) but also acknowledge that benefits are not guaranteed. I have been given the opportunity to ask questions about the Services, the activities, and the risks, and all questions have been answered to my satisfaction.

I voluntarily consent to participate in the Services with full knowledge of the risks involved.

5. RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE

THIS SECTION CONTAINS A RELEASE OF NEGLIGENCE CLAIMS. PLEASE READ CAREFULLY.

In consideration of being permitted to participate in the Services, I, on behalf of myself, my spouse, my heirs, my personal representatives, my assigns, and anyone claiming through me, HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE David Harrison, d/b/a 940 Health & Wellness Club, and his agents, employees, independent contractors, affiliated facilities, property owners where Services occur, and all other persons or entities acting on his behalf (collectively, "Released Parties"), FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER arising out of or related to any loss, damage, injury, illness, or death that may be sustained by me while participating in the Services or while on or about the premises where the Services are conducted.

THIS RELEASE EXPRESSLY INCLUDES, AND IS INTENDED TO RELEASE, ANY AND ALL CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES, INCLUDING NEGLIGENCE IN INSTRUCTION, SUPERVISION, PROGRAMMING, EQUIPMENT SELECTION, FACILITY SELECTION, OR FAILURE TO WARN.

This Release does NOT apply to liability arising from the gross negligence, willful misconduct, or intentional acts of the Released Parties, or to any liability that cannot be waived under Texas law.

Initial _____ I have read and understand this Release and Waiver, including that I am releasing claims for ordinary negligence.

6. INDEMNIFICATION

I agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Released Parties from any and all claims, demands, losses, costs, damages, attorneys' fees, and causes of action brought by me, my family, or anyone else arising out of or related to my participation in the Services, including but not limited to claims for personal injury, property damage, or wrongful death, except to the extent caused by the Released Parties' gross negligence or willful misconduct.

7. MEDICAL TREATMENT AUTHORIZATION

In the event of an injury, accident, or illness during participation in the Services, I authorize Trainer to:

- Administer basic first aid as Trainer deems appropriate
- Call 911 or summon emergency medical services on my behalf
- Contact my emergency contact listed above
- Authorize necessary emergency medical treatment, including transport to a medical facility, in the event I am unable to consent for myself

I understand that I am responsible for all costs of medical treatment, transportation, and related expenses. I represent that I have health insurance, or that I accept full financial responsibility for any treatment received. Trainer is not a licensed medical professional and any first aid provided is not a substitute for professional medical care.

8. SCOPE OF SERVICES; NOT MEDICAL OR NUTRITIONAL ADVICE

I understand that Trainer is a certified personal trainer and fitness professional, but is NOT a licensed physician, physical therapist, chiropractor, registered dietitian, psychologist, or other licensed healthcare provider. Nothing Trainer provides constitutes medical diagnosis, treatment, prescription, physical therapy, mental health counseling, or medical nutrition therapy. Any general nutritional guidance is for educational purposes only and is not a substitute for advice from a registered dietitian or physician. I will consult appropriate licensed professionals for any medical, mental health, or clinical nutrition needs.

9. MULTIPLE LOCATIONS AND THIRD-PARTY FACILITIES

I acknowledge that Services may be provided at various locations including but not limited to commercial gyms, private studios, the Client's home, outdoor parks, athletic fields, rugby pitches, and other venues. I assume all risks associated with each such location, including but not limited to terrain, weather, surface conditions, equipment provided by third parties, and other patrons. I further acknowledge that any rules and waivers of third-party facilities are in addition to, not in place of, this Agreement.

10. PHOTO AND VIDEO RELEASE (OPTIONAL)

Trainer may photograph or video record sessions for instructional review, marketing, or social media purposes. Please initial ONE option below:

Initial _____ YES — I grant permission for Trainer to use my image, likeness, and voice in photos and videos for promotional and marketing purposes, including social media, without compensation.

Initial _____ NO — I do not grant permission to use my image, likeness, or voice for promotional purposes.

11. CANCELLATION, NO-SHOW, AND PAYMENT POLICY

I agree to the following policies (subject to any written package agreement):

- Payment for sessions or packages is due in advance and is non-refundable except as stated in any separate written package agreement.
- Cancellations made less than 24 hours before a scheduled session will be charged in full.
- No-shows will be charged in full.
- Trainer reserves the right to terminate Services at any time for behavior that is unsafe, disrespectful, or in violation of this Agreement, with prorated refund of any unused prepaid sessions.

12. GOVERNING LAW, VENUE, AND SEVERABILITY

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-laws principles. Any dispute arising out of or related to this Agreement shall be brought exclusively in the state or federal courts located in Palo Pinto County, Texas, and I consent to personal jurisdiction and venue in those courts. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it enforceable.

13. ENTIRE AGREEMENT; ACKNOWLEDGMENT

This Agreement constitutes the entire agreement between Client and Trainer with respect to the subject matter and supersedes all prior or contemporaneous oral or written agreements. No modification is valid unless in writing and signed by both parties. I acknowledge that:

- I have read this entire Agreement carefully.
- I understand its contents, including that I am giving up substantial legal rights, including the right to sue for ordinary negligence.
- I have had the opportunity to ask questions and consult with an attorney if I wished.
- I am signing this Agreement freely, voluntarily, and without coercion.
- I am at least 18 years of age, or if I am signing on behalf of a minor, I am the parent or legal guardian of the minor and have the legal authority to sign on the minor's behalf.

ADULT CLIENT SIGNATURE

I am 18 years of age or older and have read, understood, and agree to all terms above.

Printed name _____ Date _____

Signature _____

940 HEALTH & WELLNESS CLUB
MINERAL WELLS, TEXAS

PARENT OR LEGAL GUARDIAN CONSENT (FOR MINORS UNDER 18)

Complete this section ONLY if the participant is under 18 years of age.

Minor's full name _____ Minor's date of birth _____

Parent/Guardian full name _____ Relationship _____

PARENT/GUARDIAN ACKNOWLEDGMENT AND ADDITIONAL RELEASE

I am the parent or legal guardian of the minor named above. I have full legal authority to enroll the minor in the Services and to execute this Agreement on the minor's behalf. I represent and agree that:

1. I have read this entire Agreement and explained its contents to the minor in age-appropriate terms.
2. I consent to the minor's participation in the Services with full knowledge of the inherent risks described herein.
3. I represent that the minor is in good health and has been cleared by a physician for the activities (or no such clearance is medically necessary), and I have disclosed all relevant medical conditions, allergies, and limitations on the intake form.
4. I agree, on behalf of myself, the minor, and our heirs, personal representatives, and assigns, to release, waive, and covenant not to sue the Released Parties to the fullest extent permitted by Texas law, including for claims arising from ordinary negligence.
5. I agree to indemnify and hold harmless the Released Parties from any claims brought by or on behalf of the minor arising out of the minor's participation, to the fullest extent permitted by law.
6. I authorize Trainer to administer first aid and to seek and consent to emergency medical treatment for the minor if I cannot be reached.
7. I understand that under Texas law a parent's waiver of a minor's prospective negligence claims may have limitations, but I sign this voluntarily and intend it to be enforceable to the maximum extent permitted.

EMERGENCY MEDICAL AUTHORIZATION FOR MINOR

In the event of a medical emergency, I authorize Trainer to consent to emergency medical, surgical, and dental treatment for the minor by any licensed physician, dentist, hospital, or healthcare provider, including the administration of anesthesia. I will be financially responsible for all such treatment.

Minor's health insurance provider _____ Policy/Member number _____

Minor's physician _____ Physician phone _____

Known allergies / medications / conditions _____

PARENT/GUARDIAN SIGNATURE

Parent/Guardian printed name _____ Date _____

Parent/Guardian signature _____

MINOR'S ASSENT (if age 13 or older)

I have had this Agreement explained to me and I agree to participate in the Services and to follow all safety instructions given by Trainer.

Minor's printed name _____ Date _____

Minor's signature _____