



ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

DECLARATIONS: This Agreement is entered into between personal trainer/dance instructor __Kelly Enston (“Trainer/Instructor”) and the undersigned (“Client/Student”). The provision of personal training and dance training services by Trainer/Instructor to Client/Student, and Client’s/Student’s use of any premises, facilities or equipment are contingent upon this Agreement.

ASSUMPTION OF RISK: You agree that if you engage in any physical exercise or activity, including personal training and belly dance, or enter our premises/online virtual sessions/classes or use any facility or equipment on our premises for any purpose, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise/dance or not. This includes injury or damage sustained while and/or resulting from using any premises or facility/online/virtual, or using any equipment, whether provided to you by Trainer/Instructor or otherwise, including injuries or damages arising out of the negligence of Trainer/Instructor, whether active or passive, or any of Trainer’s/Instructors affiliates, employees, agents, representatives, successors, and assigns.

Your assumption of risk includes, but is not limited to, your use of any exercise equipment (mechanical or otherwise), sports fields, courts, or other areas, locker rooms, sidewalks, parking lots, stairs, pools, whirlpools, saunas, steam rooms, lobby or other general areas of any facilities, online/virtual at home or any equipment.

You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to dance, weightlifting, walking, jogging, running, aerobic activities, aquatic activities, stretching, myofascial release or any other sporting or recreational endeavor.

You agree that you are voluntarily participating in the activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Trainer/Instructor or otherwise.

RELEASE: You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Trainer/Instructor (and Trainer's/Instructor's affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Trainer/Instructor, whether active or passive, or any of Trainer's/Instructor's affiliates, employees, agents, representatives, successors, and assigns.

This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including personal training/dance training, (d) negligent hiring or retention of employees, and/or (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from personal training/dance training, including injuries resulting from Trainer's/Instructor's or anyone else's negligent inspection or maintenance of the facility or premises.

INDEMNIFICATION: By execution of this agreement, you hereby agree to indemnify and hold harmless Trainer/Instructor from any loss, liability, damage, or cost Trainer/Instructor may incur due to the provision of personal training or dance instruction by Trainer/Instructor to you.

ACKNOWLEDGMENTS: You acknowledge that Trainer/Instructor offers a service to his/her clients/students encompassing the entire recreational and/or fitness spectrum. You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement.

You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against trainer/instructor for trainer's/Instructor's negligence, or for any defective product used while receiving personal training/dance instruction from trainer/teacher. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Print Name: _____

Sign Name: _____

Date: _____

Witness Name: _____

Sign Name: _____

Date: _____