

Full Disclosure of Physical Condition /Informed Consent & Assumption of Risk/ Release of Liability

The “ Full Disclosure of Physical Conditions/ Informed Consent and Assumption of the Risk, and Release of Liability” is executed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is a material part of, and is incorporated by reference into the Personal Training Agreement executed by the Client and dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ as it fully set forth therein.

1. The client certifies that he/she is physically sound and suffering from no condition, impairment, disease, infirmity, or illness that would prevent his participation in the Client’s Activities Under This Agreement, except as hereinafter stated.  
\_\_\_\_\_ initials.
2. The client certifies that he has been informed of the need for physician’s approval for participation in the Activities Under This Agreement.  
\_\_\_\_\_ initials.
3. The client certifies that Thomas Quigley ATC, CSCS has recommended that the client have a yearly or more frequent physical examination and consultation with the client’s physician as to physical activity, exercise, and use of exercise and training equipment so that the client may have knowledge that he has either (a) been given permission by the clients physician to participate, or (b) that the client has decided to participate in the activities in the Activities Under This Agreement without the approval of his physician.  
\_\_\_\_\_ initials.
4. The client expressly assumes all responsibility for the clients participation in the Activities Under This Agreement.
5. THE CLIENT CERTIFIES THAT THE CLIENT HAS GIVEN FULL AND COMPLETE DISCLOSURE OF ALL PHYSICAL CONDITIONS, IMPAIRMENTS, DISEASES, INFIRMITIES OR ILLNESSES THAT MIGHT AFFECT OR PREVENT THE CLIENTS PARTICIPATION IN THE ACTIVITIES UNDER THIS AGREEMENT. THE CLIENT REPRESENTS THAT E HAS NO CONGENITAL, PHYSICAL, OR MENTAL HEALTH PROBLEMS, NO UNDERLYING CARDIOVASCULAR, NEUROLOGICAL, OR ANY ILLNESS, OR CONDITION WHICH MIGHT AFFECT OR PREVENT THE CLIENTS PARTICIPATION IN THE ACTIVITIES UNDER THIS AGREEMENT.

Informed Consent and Assumption of the Risk

1. The client enters into this Agreement with the full knowledge of all the risks and benefits associated with the Activities Under This Agreement. The Client certifies that the client is of legal age to enter into a contract, and is not mentally incapacitated. The client certifies that he enters into this agreement without duress, undue influence, and for valuable consideration.
2. The client certifies that he understands the risks associated with participation in the Activities Under This Agreement including, but not limited to physical injury resulting from the acts, omissions, and/ or negligence of others. The client certifies that the client knows and fully understands the importance and relevance of all the risks, and expressly and voluntarily assumes any and all of the risks associated with the clients participation in the Activities Under This Agreement, including but not limited to the activities of training; exercise; aerobics and aerobic conditioning and training; weight training; circuit training; use of machinery, training equipment, free weights, stretching, Further, the client expressly and voluntarily assumes any and all of the risks associated with the clients participation in the Activities Under This Agreement, including but not limited to the risks of dizziness; strains and/or sprains; fractures of any kind ; syncope (fainting); arrhythmia (alterations in heart rhythm); dyspnea (shortness of breathe); angina pectoris (chest pain); tachycardia (rapid resting heart rate over 100 beats/ minute); myocardial infarction (heart attack); cerebrovascular accident (stroke); dysrhythmia (abnormal rhythm of brain waves or heart rhythm), and/ or any other physical injury, due to any cause whatsoever.

#### Release of Liability

1. Client certifies that the client voluntarily agrees to participate in the Activities Under This Agreement, including but not limited to the activities of training; exercise; aerobics and aerobic conditioning and training; weight training; circuit training; cardiovascular training; use of machinery, training equipment, free weights, circuit machinery and cardiovascular machines; stretching. The client further agrees to follow all rules set forth by Thomas Quigley ATC, CSCS.
2. In consideration of the privilege of participating in the Activities Under This Agreement, and the training services provided by Thomas Quigley ATC, CSCS the client for himself, his heirs, assigns, administrators, executors, and/ or all members of his family, including minors, waives, releases, holds harmless and forever discharges Thomas Quigley ATC, CSCS, its successors in interest, assigns, servants, agents, employees, independent contractors, associates, officers, directors, officials, and any other participants in the Activities Under This Agreement, from any and all responsibility, liability, claims and demands of any kind and natures, damages, actions, causes of action of any kind, whether known or unknown, or which the client may have now, or which may hereafter accrue to the Client ( collectively, the "Claims") including but not limited to the risks of dizziness; strains and/or sprains; fractures of any kind ; syncope (fainting); arrhythmia (alterations in heart rhythm); dyspnea (shortness of breathe); angina

pectoris (chest pain); tachycardia (rapid resting heart rate over 100 beats/ minute); myocardial infarction (heart attack); cerebrovascular accident (stroke); dysrhythmia (abnormal rhythm of brain waves or heart rhythm), and/ or any other physical injury, due to any cause whatsoever, including the act or omission, negligence or any other fault of Thomas Quigley ATC, CSCS, his successors in interest, assigns, servants, agents, employees, independent contractors, associates, officers, directors, officials and any other participants in the Activities Under This Agreement.

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Printed name

Date

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Signature

Date