

# PERSONAL TRAINER WAIVER AND RELEASE OF LIABILITY AGREEMENT

Participant Name: \_\_\_\_\_

Age: \_\_\_\_\_

## **Informed Consent and Assumption of Risk**

I, the undersigned Participant, hereby acknowledge that I have voluntarily chosen to participate in physical fitness training and activities provided by the Personal Trainer named below. I am aware that such activities may involve risks of injury or death, including but not limited to muscle strains, pulls, sprains, broken bones, or other more serious injuries. I acknowledge and understand that it is my responsibility to consult a physician prior to and regarding my participation in any exercise program. I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised otherwise by a qualified medical professional.

## **Release and Waiver of Liability**

In consideration of being permitted to participate in the fitness training and related activities, I hereby waive, release, discharge, and covenant not to sue the Personal Trainer, their agents, employees, instructors, and affiliates (collectively, the "Released Parties") from any and all liability, claims, demands, actions, or causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the Released Parties or otherwise, while participating in such activities or while on the premises.

## **Indemnification**

I agree to indemnify and hold harmless the Released Parties from any loss, liability, damage, or costs, including court costs and attorney's fees, that may incur due to my participation in said activities, whether caused by negligence of Released Parties or otherwise.

## **Medical Authorization**

In the event of an emergency, I hereby authorize the Personal Trainer or their representatives to obtain medical treatment for me as deemed necessary, and I agree to be financially responsible for any medical services rendered.

## **Photographic Release**

I consent to the use of my image, photograph, or video recording taken during training sessions for promotional, educational, or other lawful purposes without compensation or prior notice.

## **Governing Law and Severability**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State in which the Personal Trainer practices. If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

## **Acknowledgment of Understanding**

I have read this Waiver and Release of Liability Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

**PARTICIPANT'S SIGNATURE**

**PERSONAL TRAINER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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