

## Waiver

I, \_\_\_\_\_\_\_\_, through the purchase of training sessions, have agreed to voluntarily participate in an exercise program including, but not limited to, walking, kayaking, strength training, flexibility development, and aerobic exercise, under the guidance of Called Out, LLC. I hereby stipulate and agree that I am physically and mentally sound and currently have no physical conditions that would be aggravated by my involvement in an exercise program. I have provided verification from a licensed physician that I am able to undertake a general fitness-training program.

I understand and am aware that physical-fitness activities, including the use of equipment, are potentially hazardous activities. I am aware that participating in these types of activities, even when completed properly, can be dangerous. I agree to follow the personal trainer's instructions regarding proper techniques and training, as well as other organization rules. I am aware that potential risks associated with these types of activities include, but are not limited to: death, fainting, disorders in heartbeat, serious neck and spinal injuries that may result in complete or partial paralysis or brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the musculoskeletal system, and serious injury or impairment to other aspects of my body, general health and well-being.

I understand that I am responsible for my own medical insurance and will maintain that insurance throughout my entire period of participation with Called Out, LLC. I will assume any additional expenses incurred that go beyond my health coverage. I will notify Called Out, LLC of any significant injury that requires medical attention (such as emergency care, hospitalization, etc.).

I am in good health and have provided verification from a licensed physician that I am able to undertake a general fitness-training program. I hereby consent to first aid, emergency care, and admission to an accredited hospital or an emergency care center when necessary for executing such care and for treatment of injuries that I may sustain while participating in a fitness-training program.

Called Out, LLC or I will provide the equipment to be used in connection with workouts, including, but not limited to kayaks, paddles, life jackets, barbells, dumbbells, benches, and similar items. I represent and warrant any and all equipment I provide for training sessions is for personal use only. Called Out, LLC has not inspected my equipment and has no knowledge of

its condition. I understand that I take sole responsibility for my equipment. I acknowledge that although Called Out, LLC takes precautions to maintain the equipment, any equipment may malfunction and/or cause potential injuries. I take sole responsibility to inspect any and all of my or Called Out, LLC's equipment prior to use.

Although Called Out, LLC will take precautions to ensure my safety, I expressly assume and accept sole responsibility for my safety and for any and all injuries that may occur. In consideration of the acceptance of this entry, I, for myself and for my executors, administrators, and assigns, waive and release any and all claims against Called Out, LLC and any of their staffs, officers, officials, volunteers, sponsors, agents, representatives, successors, or assigns and agree to hold them harmless from any claims or losses, including but not limited to claims for negligence for any injuries or expenses that I may incur while exercising or while traveling to and from training sessions. These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted with Called Out, LLC.

I understand and agree to the following terms and conditions:

- 1. Fees
  - Full payment is due upon completion of the walking/ kayaking/ training session/s.
- 2. Cancellations

Please notify Called Out, LLC within 24 hours of your scheduled session if you need to cancel or re-schedule. If you do not allow 24 hours notice, you may be billed for the session.

I represent and warrant I am signing this agreement freely and willfully and not under fraud or duress.

HAVING READ THE ABOVE TERMS AND INTENDING TO BE LEGALLY BOUND HEREBY AND UNDERSTANDING THIS DOCUMENT TO BE A COMPLETE WAIVER AND DISCLAIMER IN FAVOR OF CALLED OUT, LLC, I HEREBY AFFIX MY SIGNATURE HERETO.

Client's name (please print clearly)	
Client's address	
Client's phone number	
Client's signature	_Date
Trainer's signature	Date

Parent/guardian signature (if applicable)	Date	_