

PARTICIPANT WAIVER AND RELEASE OF LIABILITY  
POUND® FIT EXERCISE PROGRAM

This Participant Waiver and Release of Liability (“Agreement”) is entered into by the undersigned participant (“Participant”) in consideration for being permitted to participate in the Pound® Fit exercise program (“Activity”) conducted by the coach, trainer, or instructor (“Instructor”) and hosted at the designated facility (“Facility”).

1. ASSUMPTION OF RISK

Participant acknowledges and understands that participation in the Activity involves inherent risks, including but not limited to physical exertion, use of exercise equipment, repetitive movements, and group fitness activities that may result in injury, illness, permanent disability, or death. Participant voluntarily assumes full responsibility for any and all risks, known or unknown, associated with participation in the Activity.

2. PARTICIPATION AT OWN RISK

Participant expressly agrees that participation in the Activity is undertaken at Participant’s own risk. Participant affirms that they are physically capable of engaging in the Activity and have no medical condition that would prevent safe participation. Participant is advised to consult a physician prior to participation if there are any concerns regarding health or fitness.

3. RELEASE AND WAIVER OF LIABILITY

To the fullest extent permitted by law, Participant hereby waives, releases, and discharges any and all claims, demands, causes of action, or liabilities against the Instructor, coach, trainer, Facility, property owners, affiliates, employees, agents, and representatives (collectively, “Released Parties”) arising out of or related to any injury, loss, or damage that may be sustained as a result of participation in the Activity, whether caused by negligence or otherwise.

4. INDEMNIFICATION

Participant agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, damages, losses, liabilities, costs, or expenses (including reasonable attorney’s fees) arising from Participant’s involvement in the Activity.

5. MEDICAL CONSENT

Participant authorizes the Instructor and/or Facility to obtain emergency medical treatment on Participant’s behalf if deemed necessary. Participant agrees to be responsible for any

and all costs associated with such medical treatment and will not hold instructor, organizer, or facility liable for any incidents arising from said treatment.

**6. PERSONAL RESPONSIBILITY**

Participant agrees to follow all instructions, rules, and safety guidelines provided by the Instructor and acknowledges that failure to do so may increase the risk of injury. Participant accepts full responsibility for their own well-being during the Activity.

**7. PHOTO AND MEDIA RELEASE (OPTIONAL)**

Participant grants permission for photographs, video recordings, or other media taken during the Activity to be used for promotional or marketing purposes, unless Participant provides written notice opting out. To opt out of photo release please provide a written note to the instructor/event organizer 2 hours prior to the event.

**8. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**9. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the state or jurisdiction in which the Activity takes place.

By signing below, Participant acknowledges that they have read, understood, and voluntarily agree to all terms and conditions of this Agreement, and that they are waiving certain legal rights, including the right to sue.

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

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

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

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_