



## WAIVER

### PERSONAL INFORMATION

Athlete Last Name: \_\_\_\_\_ Athlete First Name: \_\_\_\_\_ M.I.: \_\_\_\_\_

*(if under 18yrs of age)*

Guardian Last Name: \_\_\_\_\_ Guardian First Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Sex: M / F Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_ Referred By: \_\_\_\_\_

### POLICY AND AGREEMENT

1. Any fees paid for this training / agreement / waiver are earned immediately by Functional Muscle Fitness Inc.
2. Any service fees are non-refundable and considered final upon purchase with an expiration of one year from the date of purchase with no exemptions.
3. Functional Muscle Fitness Inc., ownership, managers, trainers, representatives, volunteers, contractors, any location, or any locations owners, that is housing where your training is being fulfilled, are not responsible for any injuries (physical or mental) sustained while training under supervision and have no liability to you.
4. No information, program designs, written documents, videos, pictures, nutritional information, exercises of any sorts, or any other knowledgeable trait learned or acquired while training under Functional Muscle Fitness Inc., other assigned trainer, volunteer, contracted employee, or anyone not listed representing Functional Muscle Fitness Inc., may not be copied or disclosed without the written consent of Functional Muscle Fitness Inc.

### RELEASE OF LIABILITY

**Welcome...** Functional Muscle Fitness Inc. is proud to have you here and will do everything it can to help you make this experience one of a kind. From here on Functional Muscle Fitness Inc. will be referred to as "FMF" through the rest of this document, whether it is written as Functional Muscle Fitness Inc. or Functional Muscle Fitness or FMF, they are one and the same and the rules and terms laid out in this contract hold true.

**1. Original & Unique Training Equipment:** training at FMF can put you at a higher degree of risk for injury due to the nature of the training style, as well as the equipment used while training here. Some of the equipment used, but not limited to, is as follows: heavy ropes, climbing ropes, heavy bags, medicine balls, rubber mats, plyometric boxes, spin bikes, dumbbells, barbells, weight plates, cable attachments, dual cable machine, bench press, mirrors, resistance bands, straps, wall mounted pull up bars, suspension training system hung on a wall, straps that hang from the suspension training system, a wooden stair case, rubber flooring, weight holders, jump ropes, resistance straps, bungee cord devices, speed ladders, cones, heavy tires, wall mounted punching bags, punching bags, wood platforms, wood boxes (aka blocks), sledge hammers, hard PVC rollers, softball rollers, and anything else not listed. The objects previously mentioned, and those that were not, are purchased from outside vendors, and are manufactured both by outside companies and by FMF. You understand that engaging or using, but not limited to, anything listed within this section can put you at a high degree of risk for injury, mental or physical. You understand and voluntarily accept the risk and agree that FMF, trainer(s), officers, directors, employees, volunteers, agents, clients, and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to you, your spouse, guest, family members, friends, relatives, kids, or unborn children resulting from the negligence of or anyone on FMF behalf or anyone training inside or outside under the supervision of FMF, trainer(s), officers, directors, managers, employees, volunteers, agents, clients, and independent contractors on their behalf, whether related to exercise or not. By signing this agreement you understand and accept these terms, and fully understand what each item listed is and how to use them.

**2. Barefoot Training:** you understand that if you decide not to wear closed toe shoes and train barefoot you are endangering yourself both physically and mentally. You understand and are fully aware of this fact, but you are volunteering to do so. You understand and voluntarily accept the risk and agree that FMF, trainer(s), officers, directors, employees, volunteers, agents, clients, and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to you, your spouse, guest, family members, friends, relatives, kids, or unborn children resulting from the negligence of or anyone on FMF behalf or anyone training inside or outside under the supervision of FMF, trainer(s), officers, directors, managers, employees, volunteers, agents, clients, and independent contractors on their behalf, whether related to exercise or not. By signing this agreement you understand and accept these terms, and fully understand what was just explained.

**3. General Liability:** The training and supervision under FMF, trainer(s), officers, directors, employees, volunteers, agents, clients, and independent contractors involves the risk of injury to you and/or your guest, whether you or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries, including death. In consideration of your participation in the

activities offered, you understand and voluntarily accept the risk and agree that FMF, trainer(s), officers, directors, employees, volunteers, agents, clients, and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to you, your spouse, guest, family members, friends, relatives, kids, or unborn children resulting from the negligence of or anyone on FMF behalf or anyone training inside or outside under the supervision of FMF, trainer(s), officers, directors, employees, volunteers, agents, clients, and independent contractors on their behalf, whether related to exercise or not. Further, you understand and acknowledge that FMF, trainer(s), officers, directors, employees, volunteers, agents, clients, and independent contractors do manufacture some of the fitness equipment being used, as well as purchase and/or leases equipment being used, and understand that the listed above are not responsible for any equipment malfunctions. You understand and acknowledge that FMF, trainer(s), officers, directors, employees, volunteers, agents, clients, and independent contractors provided are providing recreational services and may not be held liable for defective products. You understand and acknowledge that FMF, trainer(s), officers, directors, employees, volunteers, agents, clients, and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to you, your spouse, guest, family members, friends, relatives, kids, or unborn children resulting from the use of any classes or activities that are directly related to the wrestling mats. Any activity performed while on the mats / turf or surrounding the mats / turf is understood to have a higher risk of injury. As well, weightlifting is understood to have a higher risk of injury as well. Therefore, you and solely you are accepting all responsibility for this if anything shall occur. You understand that any photos/videos taken while training or involved with FMF are the property of FMF and can/will be used at their discretion; by signing below you hereby waive your right to any ownership rights, financial rights, any monetary rights, or any other rights that the videos/photos are used for. You understand and acknowledge that any location under which the training session is serviced will not be held liable for any injuries, including, without limitation, personal, catastrophic, bodily, or mental injury, economic loss or any damage to you, your spouse, guest, family members, friends, relatives, kids, or unborn children resulting from negligence during activities provided.

This agreement is not effective until you sign and date it. By signing below, you acknowledge and agree that you have read the foregoing and know of the nature of the activities performed with FMF, trainer(s), officers, directors, employees, volunteers, agents, clients, and independent contractors and you agree to all terms of this agreement and acknowledge that you have received and read a copy.

**BY SIGNING BELOW, YOU HAVE READ ALL INFORMATION AND PAGES OF THIS AGREEMENT, UNDERSTAND, AGREE TO THE ENTIRETY OF THIS AGREEMENT / CONTRACT, AND WAIVE YOUR RIGHT TO DISPUTE AT ANY TIME.**

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Service Agreement Member

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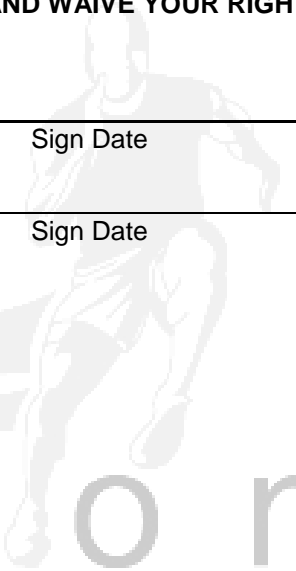
Sign Date

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Member Guardian (if under 18 years of age)

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Sign Date



functional  
MUSCLE FITNESS