



Cesurian Champagne | Owner
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Liability Waiver Form

I recognize and acknowledge that as a recipient of the personal training services provided by the NuMentality Fitness & Training LLC, I and/or my minor/ward will periodically engage in strenuous physical activities involving the use of weight training and other exercise equipment such as treadmills, free weights, elliptical machines, exercise bikes, chest presses and squat racks among other equipment, which activities entail the risk of serious and other injuries, including, but not limited to: broken bones, strains, sprains, bruises, concussions, heart attack, viral or other pathogen infection, and in some cases, permanent disability and even death. I also understand that severe social and economic loss might result not only from my own actions but also from the actions, inactions or negligence of others, or the condition of the premises or equipment used in connection with such activities. Nevertheless, I agree to assume the risk of injury, damage, or loss regardless of severity that I, my minor/ward, or other family member or kin may sustain as a result of the activities I engage in as the personal training services provided by NuMentality Fitness & Training LLC.

Accordingly, I agree to waive, relinquish, discharge, release, and covenant not to sue NuMentality Fitness & Training LLC or its parent, sister, affiliated and/or subsidiary corporations and related entities, their members, owners, officers, directors, partners, employees, consultants, contractors, advisors, agents, insurers, attorneys and volunteers, from any and all rights, claims of injury, demands, causes of action, damages, liabilities or loss that I, my minor/ward, or other family member may have or that may accrue to me, my minor/ward, or other family members arising out of, connected with, or in any way associated with the personal training services provided by the NuMentality Fitness & Training LLC. Notwithstanding the foregoing and any other provision of this Agreement, I do not waive any rights that I may seek redress due to the reckless or intentional conduct of any individual or entity.

I have considered that if this Agreement were not as broad as it is, the cost of the personal training services provided to me and/or my minor/ward by NuMentality Fitness & Training LLC would be considerably higher and I do not wish to pay a considerably higher cost. By signing this Agreement, I waive the right to bargain for different terms in this Agreement. I also understand that if I later learn that any fact that I believed to be true at the time I signed this Agreement is later to be found incorrect, I nevertheless am bound by this Agreement. This Agreement shall be governed by the laws of the State of South Carolina.

In no event shall we be liable for any cause of action, claim, damage, demand, expense, fine, investigation, liability, or penalty in excess of the amounts that you paid to us in the preceding 12 months, whether one time or in the aggregate. You agree to defend, hold harmless, and indemnify us for any of your negligent or reckless acts or omissions. You further agree that you have no medical or other condition, which would prohibit you from participating in any of our programs.

This Agreement (the liability waiver and the CLIENT agreement) constitutes the entire agreement of the Parties, and supersedes all prior oral agreements, and/or memoranda. This Agreement may only be modified in writing with the written consent of both Parties. This Agreement is intended to bind only the Parties hereto, and their successors, and may not be assigned by either Party without the express written consent of the other. In the event that a court determines that any provision of this Agreement is invalid, all other provisions shall survive.

I have read this Agreement thoroughly and fully understand it. I enter into it voluntarily on behalf of myself, my spouse, my heirs, next of kin, assigns, personal representatives, related individuals and related entities. No one has made to me any representations statements, or inducements that change or modify anything written in this Agreement.

I agree to the NuMentality Fitness & Training LLC Liability Waiver Date _____

Client (Print Name) _____

Client Signature (18 or older) _____

Parent/Guardian (Print Name) _____

Parent/Guardian Signature (if client is under age of 18) _____