



## **T.REAVIS FITNESS \* Personalized Coaching Liability Waiver**

### **T.REAVIS FITNESS ASSUMPTION OF RISK AND RELEASE OF LIABILITY NOTICE: THIS RELAESE FORM IS A CONTRACT WIH LEGAL CONSEQUENCES. READ IT CAREFULLY BEFORE SIGNING.**

In consideration of the acceptance of my application for training and/or coaching under the direction/supervision of T.REAVIS FITNESS (hereinafter “TR FITNESS”), I hereby freely and voluntarily agree to the following representations, waivers and agreements.

I, \_\_\_\_\_ (**Print Name**), intending to be legally bound, understand and agree that I am voluntarily participating in all TR FITNESS training sessions and/or events. I do so at my own request and at my own risk. I acknowledge that the sports of Road Running, Track & Field, Strength training and Speed/Agility training involve the extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. I acknowledge that I am aware of the risks inherent in the training sessions (and/or events) and certify that I am physically fit and have not been advised against participation in the above named sports by a qualified health professional.

I agree that I alone am responsible for: (a) my proper preparation and safety while participating in any organized TR FITNESS race, training session, event or other activity; (b) providing, utilizing and maintaining the equipment necessary for the safe enjoyment of my participation in any such event; and, (c) wearing a properly functioning safety helmet while participating in any TR FITNESS event which includes bicycling, regardless of form (i.e. road or mountain riding). I also represent that I have no physical or medical condition, which in my knowledge would endanger myself or others, while I participate in these sports or activities.

Being fully aware of the risks, conditions and hazards associated with these sports, **I HEREBY ACKNOWLEDGE that TR FITNESS**, its directors, founders, members, sponsors, agents and any other affiliated individuals and/or entities are not in any way responsible for my safety while participating in any TR FITNESS organized race, training session, event or other activity and **I FURTHER AGREE TO WAIVE, RELEASE AND DISCHARGE** for myself, my heirs, executors, administrators, legal representatives, assignees and successors an interest (hereinafter “successors”) in any and all claims of damages for death, personal injury or property damage which I may have or which may hereafter accrue to me as a result of my participation in any TR FITNESS event, against any person or entity identified above, whether such injury or damage was the result of negligence or carelessness on the part of the persons or entities mentioned above, and whether such injury or damage was foreseeable or not, including all such claims regarding the design, condition of any equipment utilized by me in such events without regard to whether such equipment is specified or recommended by such persons or entities identified above.

I further agree to forever **HOLD HARMLESS and INDEMNIFY** all persons and entities identified above, general specifically from any and all liability for death, personal injury or property damage resulting in any way from my participating in TR FITNESS events of any kind. I also give permission for the free use of my name, picture and voice in any broadcast, telecast, print account, or any other account in any medium of this Training and/or Event.

I also agree, for myself and successors, that the above representations are not mere recitals and that they are binding; and that should I or my successors assert any claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending against such a claim unless they are found liable for willful and wanton negligence. This document contains the entire agreement between the parties and if any term of provision of this agreement is found invalid or unenforceable, the remaining terms and provisions of this agreement shall remain binding and enforceable. I acknowledge that I am 18 years of age or older, and that I have read and understand the contents of this document.

**Refund Policy**

TR FITNESS strives to provide the best possible service to our clients. If for any reason you are not satisfied with our services, we will be happy to issue you a refund for services not performed. If you have paid for a package in full, you will be refunded for unused sessions minus the 30% cancellation fee.

**Strength Conditioning/Speed Agility Training Cancellation Policy**

All cancellations must be received at least 12 hours before your training session in order to avoid being charged for your session. Clients who do not cancel with 12 hours notice will be charged for the cancelled session. TR FITNESS understands that emergencies happen. We provide every client with one free short-notice cancellation. You will not be charged for your first cancellation with less than 12 hour notice. Subsequent short-notice cancellations will be charged for the session. The free short-notice cancellation only applies if TR FITNESS is notified prior to the session start time. No shows are not eligible for the free cancellation. If you need to cancel a session, please call: 858-220-0151

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**If you are under 18 years of age, a parent or legal guardian must read and sign the above waiver, complete the following section and sign below where indicated:**

I, \_\_\_\_\_ (print name), the undersigned, am the parent and/or legal guardian of

\_\_\_\_\_ (Minor's Name). I hereby acknowledge that I have read the foregoing waiver for and on behalf of the minor named herein and hereby bind myself, the minor and our successors to the terms of the foregoing waiver. I represent that I have the legal capacity and authority to act for and on the behalf of the minor named herein, and I agree to indemnify and hold harmless the persons or entities mentioned above for any claims made or liability assessed against any of them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor named herein.

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

\_\_\_\_\_

(Print Parent/Guardian Signature)