

Destiny Management



26311 NE Valley St, #A-PMB 156
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(206) 799-8650
e-mail terry@destinymgmt.com
www.destinymgmt.com

SAFETY AFFIRMATION AND RELEASE

Enhancing lifestyles through proven wellness and fitness systems™

DESTINY MANAGEMENT, its owners, officers, or employees (hereinafter referred to as CONTRACTOR), shall not be liable for any claim, liability, ordinary negligence, or demand of any kind for or on account of any personal injury or incapacitation, damage, or loss of any kind sustained by any person while, or as a result of, the services provided by the CONTRACTOR. The CLIENT/TRAINEE entering into this Agreement agrees to be responsible for and assume liability for his or her own wrongful or negligent acts or omissions, to the fullest extent required by the laws of the State of Washington. The CLIENT/TRAINEE /TRAINEE entering this Agreement further agrees to save, indemnify, defend, and hold CONTRACTOR harmless from any such liability from any activities or any activities incidental thereto, wherever, whenever, or however the same occur. In the case of negligence of more than one party to this Agreement, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party as required under the State of Washington. The CLIENT/TRAINEE /TRAINEE hereby voluntarily waives any and all claims, both present and future, that may be made by the CLIENT/TRAINEE /TRAINEE, any family, estate, heirs, or assigns, as provided herein.

WAIVER of Liability/Waiver of Right to File Legal Action/Claim. For good and valuable consideration, the receipt and sufficiency of which CLIENT/TRAINEE hereby acknowledges, CLIENT/TRAINEE hereby expressly waives (i) any and all claims she/he may have against CONTRACTOR for any and all liability and/or personal injury arising from or relating to CLIENT/TRAINEE 's use of CONTRACTOR's personal training services and/or (ii) CLIENT/TRAINEE 's use of any and all fitness equipment. Additionally, CLIENT/TRAINEE hereby expressly waives her/his rights to file suit or bring claims against CONTRACTOR for any and all claims and/or causes of action, including but not limited to personal injury resulting from CLIENT/TRAINEE 's use of CONTRACTOR's services and/or the fitness equipment. This waiver of liability and waiver of right to file any legal action or claim shall be broadly construed to be a complete and total waiver and release of any and all claims CLIENT/TRAINEE may have against CONTRACTOR related to CLIENT/TRAINEE 's use of CONTRACTOR's services and/or the Gym and/or fitness equipment.

Client/Trainee Representations. CLIENT/TRAINEE understands and acknowledges that physical exercise and weight-lifting can be dangerous activities that may cause personal injury. CLIENT/TRAINEE hereby expressly assumes all such risks. CLIENT/TRAINEE represents to CONTRACTOR that she/he: (i) is physically fit and medically allowed to perform physical exercise and weight-lifting activities; (ii) is knowledgeable in the proper use of all Gym and fitness equipment and if there is any question about such equipment CLIENT/TRAINEE will ask CONTRACTOR about such proper use prior to any such use; and (iii) except as disclosed to CONTRACTOR in writing, she/he has no medical or physical injuries or disabilities that would prevent and/or limit she/he from performing all of the exercises and/or movements recommended or demonstrated by CONTRACTOR. The CLIENT/TRAINEE / TRAINEE understands the risks of physical activity, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, and injury to bones, joints, or muscles.

Indemnification and Hold Harmless. CLIENT/TRAINEE hereby agrees to indemnify, defend, and hold harmless CONTRACTOR from and against any and all claims, damages, personal injuries, costs (including attorneys' fees and court costs), liabilities or causes of action related to or arising from CLIENT/TRAINEE 's use of CONTRACTOR's services and/or use of the fitness equipment.

CLIENT/TRAINEE /TRAINEE agrees to fully inform Contractor of any pre-existing physical injuries or conditions that may have an effect on the CLIENT/TRAINEE /TRAINEE's capacity to engage in physical exercise. CLIENT/TRAINEE / TRAINEE further agrees to inform CONTRACTOR of any physical injuries or conditions sustained after entering into this Agreement, regardless of the cause or extent of said physical injury or condition.

CLIENT/TRAINEE /TRAINEE agrees that CONTRACTOR shall not be liable for any act or omissions by or attributed to CLIENT/TRAINEE 's training facility/gym. CONTRACTOR shall not be held responsible for the unavailability of training facility/gym for the CLIENT/TRAINEE /TRAINEE's use due to closure, fire, acts of God, catastrophe, or accident, or any other reason.

CLIENT/TRAINEE /TRAINEE agrees that parental consent to this Agreement is required if the CLIENT/TRAINEE / TRAINEE is under 18 (eighteen) years of age.

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Both CONTRACTOR and CLIENT/TRAINEE /TRAINEE agree that any dispute or legal action arising as a result of or pursuant to this Agreement shall be brought in King County, Washington.

This Agreement shall not be assigned or transferred without the express written consent of the CONTRACTOR, and such consent shall not be unreasonably withheld.

This Agreement constitutes the entire agreement and understanding between the parties relating to the issue of injury liability. CONTRACTOR makes no specific warranties or representations regarding injury liability, express or implied, other than those set forth herein. If any portion of this Agreement is held unenforceable, such portion shall be disregarded and the remainder of this Agreement shall remain in full force and effect for its duration.

DATED: _____
Contractor
Destiny Management
Print name _____

DATED: _____
Client/Trainee /Trainee
Print name _____

DATED: _____
Parent or Guardian
Print name _____