

## ***BODY BY GAB/The Fitness Studio***

### ***Informed Consent and Release***

I, \_\_\_\_\_, voluntarily purchased and enrolled in a fitness and personal training program with Gabrielle Bak at Body By Gab. I recognize that the program may involve strenuous physical activity, including but not limited to, resistance training, aerobic or cardiovascular exercise, and other various fitness activities. I understand that any exercise or fitness activity that requires physical exertion can result in health risks, including but not limited to, transient dizziness, fainting, nausea, muscle cramping, abnormal blood pressure, disorders of heart rhythm, musculoskeletal injuries including, but not limited to, pulls, strains, tears and breaks to the muscles, ligaments, tendons, joints, and bones of the body, and in rare and remote instances, heart attack, stroke, other serious disability, or even death. I accept and acknowledge such risks, and I will participate in any fitness or training program with Body By Gab and supervised by Gabrielle Bak with the full understanding of the risks and dangers involved. If I experience any such symptoms as indicated above, I immediately will discontinue the physical activity or exercise, I will notify Gabrielle Bak or a member of her staff, and if necessary and appropriate thereafter, I will follow up and consult with my physician, or other fitting health care provider.

I certify that I am in good health and good physical condition, and that I do not suffer from any known illness, condition, or disability that would prevent or restrict me, in any way, from my involvement in any fitness or exercise regimen that Body By Gab and Gabrielle Bak will provide. In addition, Gabrielle Bak has informed me, and recommended that I should obtain a thorough examination by my primary care physician, or fitting health care provider, prior to beginning any fitness or personal training routine that results in a substantial change to the amount of physical activity that I exert. If I choose to obtain such an examination, and if my physician so requires, I will review any fitness and personal training program with my physician prior to the commencement of my participation, and after such commencement, and at my physician's discretion, I will review my fitness status and any fitness and personal training program generated for me thereafter with my physician.

In the event that I choose not to obtain such an examination prior to beginning any fitness and personal training routine, and without my primary care physician's approval, I am doing so solely at my own risk. I understand that it is my sole responsibility to participate in exercises and training that are suitable for the current status of my health. Should I have any questions or concerns regarding whether or not a particular physical activity is appropriate for my present health status, it is my sole obligation to inquire with my physician before I participate in such activity. I understand that Gabrielle Bak and her staff are not medical professionals and have received training only in physical fitness and activity programming, and nutritional consulting for healthy individuals who do not require exercise in a medically, supervised environment. Further, I certify that I have good, working knowledge of the exercise and fitness equipment, machines, apparatus, etc., and I understand and assume full responsibility for the dangers and risks involved in handling said equipment for any fitness activity or exercise.

In consideration of my participation at Body By Gab, and in consideration of my use of Gabrielle Bak's services and equipment, whether at Body By Gab's facility, or in my home or office, I assume full responsibility for any and all risks, any and all damages and injuries (including death), and any and all losses, known, anticipated, or unanticipated, that I may sustain or incur while attending and participating in any exercise and fitness program with Body By Gab. I hereby assume full risk, and I release Body By Gab and Gabrielle Bak, her employees, agents, successors and assigns, personal representatives, and affiliates from any and all claims, demands, actions, causes of action or suits of any kind, and costs, liability, and expense for any injuries, losses, or damages whether known, anticipated, or unanticipated, that I may have now, or that I may have thereafter, arising out of, or in any way related to, my voluntary participation in and attendance at Body By Gab, whether that participation be at Body By Gab 's facility, or in my home or office.

I acknowledge that I have read this form in its entirety and that I fully understand it. I acknowledge that I have understand, acknowledge, and assume responsibility for any and all risks involved in my enrollment with, and participation at Body By Gab. Further, I recognize that this document contains a release of liability, and that by signing it, I am waiving rights that I, or my respective heirs, executors, administrators, personal representatives, and successors and assigns, might have to bring a legal action, or to assert a claim against Body By Gab and Gabrielle Bak. By signing this **Implied Consent and Release**, I understand that this release may not be modified orally. Moreover, this **Implied Consent and Release** is to be made part of, attached to, and incorporated herein with **Supplemental Implied Consent and Release** with respect to any off site training arrangement if I wish to receive services in my home or office.

If a court of competent jurisdiction shall deem any portion of this release to be invalid, the remainder of this release from liability shall remain in full force and effect, and the offending provision, or provisions, severed here from.

Participant's Signature \_\_\_\_\_

Participant's Name (print) \_\_\_\_\_

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