



*Waiver for Participation*

I, \_\_\_\_\_, through the purchase of health coaching sessions, have agreed to voluntarily participate in an exercise program, including, but not limited to, strength training, flexibility development, and aerobic exercise, under the guidance of **Sarah Torok-Gerard, owner of Healthy Transitions Health Coaching, LLC**. I hereby stipulate and agree that I am physically and mentally sound and currently have no physical conditions that would be aggravated by my involvement in an exercise program. If requested by **Healthy Transitions Health Coaching, LLC**, I have provided verification from a licensed physician that I am able to undertake a general fitness-training program.

I understand and am aware that physical fitness activities, including the use of equipment, are potentially hazardous activities. I am aware that participating in these types of activities, even when completed properly, can be dangerous. I agree to follow the verbal instructions issued by the health coach. I am aware that potential risks associated with these types of activities include, but are not limited to, the following: death; fainting; disorders in heartbeat; serious neck and spinal injuries that may result in complete or partial paralysis or brain damage; serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the musculoskeletal system; and serious injury or impairment to other aspects of the body, general health, and well-being.

I understand I am responsible for my own medical insurance and will maintain that insurance throughout my entire period of participation with **Healthy Transitions Health Coaching, LLC**. I will assume any additional expenses incurred that go beyond my health coverage. I will notify **Healthy Transitions Health Coaching, LLC**, of any significant injury that requires medical attention (such as emergency care, hospitalization, etc.).

**Healthy Transitions Health Coaching, LLC** or I will provide the equipment to be used in connection with my workouts, including but not limited to, benches, dumbbells, exercise bands, stability balls, and similar items. I represent and warrant any and all equipment I provide for training sessions is for personal use only. **Healthy Transitions Health Coaching, LLC** has not inspected my equipment and has no knowledge of its conditions. I understand that I take sole responsibility for my equipment. I acknowledge that although **Healthy Transitions Health Coaching, LLC** takes precautions to maintain the equipment, any equipment may malfunction and/or cause potential injuries. I take sole responsibility to inspect any and all of my or **Healthy Transitions Health Coaching, LLC's** equipment prior to use.

Although **Healthy Transitions Health Coaching, LLC** will take precautions to ensure my safety, I expressly assume and accept sole responsibility for my safety and for any and all injuries that may occur during training sessions. In consideration of the acceptance of this entry, I, for myself and for my executors, administrators and assigns, waive and release any and all claims against **Healthy Transitions Health Coaching, LLC** and agree to hold her harmless from any claims or losses, including but not limited to claims for negligence for any injuries or expenses that I may incur while exercising or while traveling to and from training sessions. These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted with **Healthy Transitions Health Coaching, LLC**.

I understand that this agreement is being executed and delivered in the state of Ohio and shall be governed by and construed and enforced in accordance with the laws of the state of Ohio. This agreement shall be binding on and inure to the benefit of the parties and their respective heirs, personal representations, devisees, legatees, successors, and assigns.

This agreement supersedes any and all previous agreements, either oral or in writing, between the parties with respect to the subject matter of this agreement. No changes or modifications of this agreement shall be valid unless in writing and signed by all of the parties to this agreement. No waiver of any provision of this agreement shall be valid unless in writing and signed by the person or party against whom charged.

I represent and warrant I am signing this agreement freely and willfully and not under fraud or duress.



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HAVING READ THE ABOVE TERMS AND INTENDING TO BE LEGALLY BOUND HEREBY AND UNDERSTANDING THIS DOCUMENT TO BE A COMPLETE WAIVER AND DISCLAIMER IN FAVOR OF **Healthy Transitions Health Coaching, LLC**, I HEREBY AFFIX MY SIGNATURE HERETO.

Client's Name (please print clearly) \_\_\_\_\_

Client's signature \_\_\_\_\_ Date \_\_\_\_\_

Client's address \_\_\_\_\_

Parent/guardian signature (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

Health Coach's Name (printed): Sarah E. Torok-Gerard, Ph.D., NCCA, Health Coach; Owner, Healthy Transitions Health Coaching, LLC

Health Coach's signature \_\_\_\_\_ Date \_\_\_\_\_