



Waiver and Release

Name _____

E-Mail _____

Address _____

City _____ State _____ Zip _____

Phone _____ Birthdate _____

I, _____, volunteer to participate in TRI-FECTA TRAINING, INC. (a "Trainer" and collectively, the "Trainer"), Pilates/personal training/sports conditioning/triathlon program (the "Programs") and attest that I am in good physical condition and do not suffer from any disability that would prevent or limit my participation in either or all of the Programs. I further acknowledge there are hazards that may exist in any exercise and I voluntarily agree to assume the full risk of any and all injuries, damages, or loss, regardless of severity, that I sustain as a result of participation in either or all the Programs.

I, for myself, my spouse, heirs and assigns, hereby waive, discharge and release each Trainer and their respective employees, agents, shareholders, members, directors, managers and officers, from any claims for injuries, including death, damages, losses, demands, and causes of action, now or in the future, arising in connection with my participation in any of the Programs. I acknowledge and agree that each Trainer and their respective employees, agents, shareholders, members, directors, managers and officers are exempt from any and all liability for any loss or damage to personal property or injury, death or disability that I may incur during or as a result of my participation in any Program. It is my express intent that this waiver and release shall bind the members of my family, spouse, heirs, assigns, and personal representatives and shall be deemed as a release, waiver, discharge, and covenant not to sue each or any Trainer.

I agree not disclose, disseminate, copy, use or permit any other person or entity to disclose, disseminate, copy or use any Program information or materials of each Trainer. Program information or materials mean and include any of the information created, developed, owned, licensed, held or used by either Trainer that is disclosed to or otherwise received by the undersigned in any oral, written or electronic form, or which is visually or audibly perceived by the undersigned, including, but not limited to, any confidential or proprietary information of or related to any of the Programs of either Trainer.

I also acknowledge that each Trainer has a 24-hour cancellation policy and that I may be charged the session fee for scheduled sessions that do not follow this policy. I have read and understand this form, including the warning of risk, assumption of risk and waiver and release of all claims.

Signed _____

Date _____

Print Name _____