

The Training Toole

Waiver of Liability, Indemnity Agreement, and Assumption of Risk

Waiver: In consideration of using the services of *The Training Toole and Amber Toole Sanford* (hereafter referred to as The Training Toole) on behalf of myself, my heirs, personal representatives, or assigns, **I do hereby release**, waive, discharge, and covenant not to sue **The Training Toole**, its owner, officers, employees, volunteers, and agents, **from liability from any and all claims arising from the ordinary negligence of The Training Toole** or any of the aforementioned parties.

This agreement applies to 1) personal injury (including death) from accidents or illnesses arising directly or indirectly from participation in activities directed, suggested, or planned by The Training Toole including, but not limited to, organized activities, classes, instruction, observation, related activities in a non-supervised setting, and use of facilities, premises, or equipment; and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification and Hold Harmless: I also agree to **hold harmless and indemnify** The Training Toole, its owner, officers, employees, volunteers, agents, and insurance carriers from all claims (whether initiated by me or by a third party) and to reimburse them for any expenses incurred as a result of my involvement with The Training Toole. I further agree to pay all expenses, including court costs and attorneys' fees, incurred by The Training Toole and the aforementioned parties in investigating and defending a claim or suit resulting from my participation in any The Training Toole fitness and conditioning activities.

Acknowledgment of Understanding: I have read this waiver of liability and indemnification agreement and fully understand its terms. **I understand that I am giving up substantial rights**, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, **and intend my signature to be a complete and unconditional release of all liability for injury resulting from ordinary negligence** to the greatest extent allowed by law in the State of Florida.

Assumption of Inherent Risks: Fitness and conditioning activities, by their very nature, carry with them certain inherent risks that cannot be eliminated regardless of the care the personal trainer takes to prevent injuries. The personal training activities offered by The Training Toole provide for activities such as weight lifting, walking, jogging, running, stretching, and other aerobic activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity that places stress on the cardiovascular system. In addition, many activities will involve equipment (e.g., barbells, free weights) and complex machines (e.g., treadmills, stepping machines, stationary bicycles) — all of which have the potential of malfunctioning or causing injury. The specific risks vary from one activity to another, but in each activity the risks range from 1) occasionally occurring minor injuries such as scratches, bruises, muscle strains, and sprains to 2) rarely occurring major injuries such as ligament damage, broken bones, joint or back injuries, concussions, and heart attacks to 3) the very rare occurrence of catastrophic injuries including paralysis and death. If you are engaged in online training, you acknowledge that you are not being monitored by any trainer and that there is no liability to the trainer, facility or studio if there is an injury sustained.

By entering this facility, you are aware that you agree to fully accept all known and unknown risks, including the potential risk of exposure to respiratory illnesses such as the coronavirus (COVID-19). The coronavirus is primarily transmitted via exhaled respiratory droplets, most often through coughing and sneezing. These droplets can travel up to six feet and are more commonly transmitted between persons rather than from equipment to persons.

Although we regularly sanitize our equipment and presently are using enhanced cleaning methods and enforcing social distancing in our facility, you understand that you may be exposed to the coronavirus or its symptoms through no fault of our own. Known coronavirus symptoms include fever, coughing, shortness of breath, pneumonia, kidney failure, and may include other symptoms, stroke or even death (collectively "Symptoms"). You understand and agree that you will hold us harmless and you will not hold us liable for any real or perceived Symptoms of COVID-19 or any other disease, illness, or condition, nor for exacerbating any existing symptoms, and you fully agree to accept all risks of entering the facility, using the equipment, working with personal trainers, attending classes, and/or interacting or being exposed to other members.

Photo and Video release: In connection with my participation in The Training Toole, I consent to the use of my photograph and video or other likeness in the promotional and other materials of The Training Toole without payment or other consideration made to me.

Amber Toole Sanford
Phone: 352-208-3363
www.thetrainingtoole.com

The Training Toole

I have read the previous paragraphs and I know the nature of the activities at The Training Toole, I understand the demands of those activities relative to my physical condition and skill level, and I appreciate the types of injuries that may occur as a result of activities made possible by The Training Toole. I hereby assert that my participation is voluntary and that I knowingly and willingly assume all such risks.

Acknowledgment of Understanding: I have read this assumption of risk and fully understand its terms. **I acknowledge that I am signing the agreement freely and voluntarily and intend my signature to signify a complete assumption of the inherent risks in any way associated with the personal training program offered by The Training Toole to the greatest extent allowed by law in the State of Florida.**

Signature of Client

Date

Print Name

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