



## GENERAL WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK

1. In consideration of being allowed to participate in this personal health and fitness program offered by Peak Performance Professionals, LLC and to use the facilities, equipment and services associated with this program, in addition to any fee or charge, I \_\_\_\_\_ do hereby forever waive, release and discharge Peak Performance Professionals, LLC and its coaches, agents, employees, representatives, executors and all others acting on its behalf from any and all claims or liabilities for injuries or damages to my person and/or property, including those caused by the negligent act or omission of any of those mentioned or others acting on its behalf, arising out of or connected with my participation in any activities, programs or services of Peak Performance Professionals, LLC or the use of any equipment provided by or recommended by Peak Performance Professionals, LLC.
2. I understand and acknowledge that there are inherent or unexpected risks associated with any fitness program (including athletic training, including the sport of triathlon, strength training, flexibility and aerobic training). I fully assume responsibility for any risk of accident, illness physical injury, death, property damage and all harm or damage (collectively "injury") whether known or unknown, arising out of or related to the Program(s) however caused, even if caused by the negligence or carelessness of Peak Performance Professionals, LLC. I understand and acknowledge that there may be other risks and dangers of which I am not presently aware or which cannot be predicted or controlled. Participant has read the detailed risks contained in Peak Performance Professionals, LLC website: [www.peakperformancepros.com](http://www.peakperformancepros.com).
3. I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in these activities or use of equipment. I am aware that it is advisable to consult a physician prior to participating in the Training. If I have consulted one, I have taken the physician's advice. I am aware that there is no obligation for any person to provide me with medical care during the Training. If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time that the care is rendered.
4. I understand that by Peak Performance Professionals, LLC providing programs and maintaining exercise and fitness programming for me does not constitute an acknowledgement, representation or indication of my physiological well being or medical opinion relating thereto.
5. I agree that the general release, waiver of liability, covenant not to sue and indemnification extends to all acts of Peak Performance Professionals, LLC and the Released Parties including any negligence and is intended to be as broad and inclusive as permitted by law. I understand this to include activities associated with the Program that may be conducted in multiple locations located in various jurisdictions. It is intended that all terms of this general release, waiver of liability, covenant not to sue and indemnification control despite any particular statute or law that would otherwise protect me. I understand that portions of this Agreement may be held invalid or unenforceable, but agrees that it is my intent that this Agreement be enforced fully. I hereby agree that if any portion of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall remain in full legal force and effect.
6. I grant permission to Peak Performance Professionals, LLC and its transferees and licensees, to utilize any photographs, motion pictures, videotapes, recordings and any other references or records of the Training which may depict, record, or refer to me for any purpose, including commercial use, by Peak Performance Professionals LLC, its sponsors, associate coaches and their licensees.

**BY SIGNING BELOW, PARTICIPANT IS AGREEING THAT HE OR SHE HAS HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND HAS READ IT IN ENTIRETY AND AGREES TO ALL OF ITS TERMS AND IS SIGNING FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE. FURTHERMORE, PARTICIPANT IS OVER THE AGE OF 21.**

Name of Participant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Emergency Contact \_\_\_\_\_

Relationship \_\_\_\_\_ Phone of Emergency Contact \_\_\_\_\_