

Champions Sports Medicine Activity Waiver



Please read the following waiver, then, if you agree to the terms, sign your name.

Activity: Any and all prescribed, instructed, or suggested activities from Champions Sports Medicine, including all multi-sport related physical activities, outdoor endurance running and sprinting, running, jogging, and walking at a moderate to high effort on a grass surface; muscular stretching and flexibility exercises; body weight and calisthenic exercises, including push-ups, sit-ups, squats and lunges; plyometric and jumping activities including straight up and side to side jumping on surface such as rubber, grass, and asphalt; suggested take home exercises; open water swimming (for triathletes and swim lessons), often at depths above head level; weightlifting; rowing; stairclimbing; indoor bicycling; bicycling on and off roads that are open to traffic; dismounting from bicycle; tracking nutritional intake; increasing or decreasing caloric intake; suggested meal plans, menus, or recipes; food supplementation; or any other activity prescribed, instructed or suggested from Champions Sports Medicine and not listed in this document.

RELEASE OF CLAIMS, ASSUMPTION OF RISK, CONTACT AND WAIVER OF LIABILITY

I understand and am aware that this Activity is potentially hazardous. I acknowledge the possibility that injuries and physical and mental changes arising during and/or resulting from engaging in this Activity do exist. These injuries and changes include, but are not limited to, abnormal blood pressure, fainting, disorders in heartbeat, heart attack, joint injuries, and, in some instances, death. I understand Injuries and Changes could result in my becoming partially or totally disabled and incapable of performing any gainful employment or having a normal social life.

I am voluntarily participating in this Activity with knowledge of the dangers involved. I understand and take sole responsibility for any and all Injuries and Changes that may occur to myself and/or others, including but not limited to Champions Sports Medicine, related to any and all Activities associated with Champions Sports Medicine, even if not specifically set forth in this document, whether or not they fall within the scope of reasonably foreseeable injuries related to this Activity, and whether or not undertaken in the presence of staff or physical location of Champions Sports Medicine. Although Champions Sports Medicine will take precautions to ensure my safety, I expressly assume and accept sole responsibility for my safety and for any and all Injuries and Changes that may occur.

I release Champions Sports Medicine from any and all liability for any personal injury, death, property damage or loss I may suffer as a result of my participation in this Activity, and for any cause whatsoever including negligence on the part of Champions Sports Medicine.

I declare myself physically and mentally sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in this Activity. I acknowledge I have been informed of the need for a physician's approval for my participation in an exercise/fitness Activity. I recognize it is my sole responsibility to obtain an examination by a physician prior to involvement in any exercise program. I acknowledge I have either had a physical examination and been given my physician's permission to participate, or if I have chosen not to obtain a physician's permission prior to beginning this Activity, I acknowledge I am doing so at my own risk.

I understand that if under any circumstances I experience lightheadedness, dizziness, muscular pain, excessive fatigue or any other painful or uncomfortable signs that exceed normal exercise fatigue, I am not obligated to continue this Activity. Furthermore, I may stop this Activity at any time as I desire.

Champions Sports Medicine's personal trainers, coaches, and sports nutritionists are not Physicians or Registered Dietitians. They do not diagnose or treat disease. I have been informed that I should consult a Physician before undergoing any dietary or food supplement changes. Any recommendations or suggestions from Champions Sports Medicine for changes in my diet, including but not limited to the use of food supplements, food substitutions, caloric intake, meal plans, recipes, and menus are entirely my responsibility, and I release Champions Sports Medicine from any and all liability for any illness, personal injury, death, property damage or loss I may suffer as a result of any change in my nutrition, diet, or food intake.

I acknowledge and agree no warranties or representations have been made to me regarding the results I will achieve from this program. I understand results are individual and may vary.

I understand that I have paid or am obligated to pay Champions Sports Medicine or Champions Sports Medicine a negotiated fee for this Activity, and that under no circumstances is any of this amount refundable. I agree to commit to training with Champions Sports Medicine for _____ (months / years) and agree to pay Champions Sports Medicine or Champions Sports Medicine a fee of _____ per (week / month / year) for my participation in this Activity. To not be charged for a meeting, I understand that I am required to give 24 hours notice of cancellation for any meeting with a representative of Champions Sports Medicine. If I decide not to engage in a training program, I agree to pay a consultation fee of \$75 for my initial meeting with a representative from Champions Sports Medicine. If I desire my payments to be automatically deducted via a credit or debit card payment, I will supply the following information: card type: _____; card #: _____; card expiration date: _____; name on card: _____.

I give Champions Sports Medicine permission to use my name, likeness, image, voice, written words and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, written documents and the like, taken or made on behalf of Champions Sports Medicine activities. I agree that Champions Sports Medicine has complete ownership of such pictures, etc., including the entire copyright, and may use them for any purpose. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the Internet. I acknowledge that I will not receive any compensation, etc for the use of such pictures, etc., and hereby release Champions Sports Medicine and its agents and assigns from any and all claims which arise out of or are in any way connected with such use. I understand that if I desire this information to remain private and not be publicly used by Champions Sports Medicine, I may express this desire in written format at any time prior to beginning this Activity.

I acknowledge I have thoroughly read this waiver and release and fully understand it is a waiver and release of liability. By signing this document, I am waiving any right I, or my heirs and/or assigns, may have to bring any and all legal actions or assert any and all claims against Champions Sports Medicine, its respective representatives, executors, and/or assigns. I confirm that I have read over this agreement before signing, that I understand it, and that it will be binding not only on me but also on my heirs, my next of kin, my executors, administrators and assigns.

I represent and warrant I am signing this agreement freely and willfully and not under fraud or duress. I further represent and warrant no social relationship exists between Champions Sports Medicine and me, or if such a social relationship exists, for purposes of my training sessions, Trainer and I have assumed a strict business relationship, and I understand any social relationship does not render this waiver invalid. These exculpatory clauses are intended to apply to any and all activities occurring during the time for which I have contracted with Champions Sports Medicine.

Participant's name (please print clearly)

Date: _____

Participant's signature

Date: _____

Parent/guardian signature (if under 18)

Date: _____

Champions Sports Medicine staff signature