

Naxos Strength & Conditioning LLC

1809 S. Quincy St
Arlington, VA 22204
Phone number: (571) 344-5165

Adult Fitness Services Waiver - Assumption of Risk & Release of Liability Form

I, _____ (enter name), have enrolled in the personalized health and fitness program offered through Naxos Strength & Conditioning LLC (owner: Samuel J. Kaylor) (hereinafter "Naxos"). I recognize that the program may involve strenuous physical activity including, but not limited to, muscular strength and endurance training, cardiovascular conditioning and training, and other various fitness activities. I will be voluntarily participating in the fitness training and services that will include, but not be limited to, the following: athletic-development focused training, resistance training, cardiovascular training, calisthenics, fitness instruction, speed and agility drills, obstacle courses, mobility exercises, high intensity sprinting and jumping, nutritional recommendations and diet planning, and running (hereinafter "Fitness Services").

My initials below indicate that I agree with and understand the following:

_____ It is my responsibility to consult a physician before participating in this or any fitness program and I affirm that I have no medical conditions that would restrict me from participating in any of the Fitness Services.

_____ I agree to hold Naxos, and if applicable, its owners, trainers, agents, and representatives, harmless from any damage and liability, whether tangible or intangible, that may happen to me while participating in the Fitness Services now or in the future for conditions that I may obtain. Such injuries may include, but are not limited to, muscle strains, muscle sprains, muscle spasms, injuries to knees, injuries to back, injuries to foot, heart attacks, raised blood pressure, and broken, fractured, or dislocated bones or any other illness or soreness that I may incur, including death.

_____ I agree that Naxos offers the Fitness Services with no guarantee of results. I agree that I am solely responsible to maintain the diet and fitness regime appropriate for my level of health and stamina, and I agree that any results that occur, whether positive or negative, are the effects of my own personal choices.

_____ I agree that participation in the Fitness Services is not a replacement for actual medical care, and that if I do experience medical issues, I will contact my doctor immediately.

_____ I agree and verify that all of the information that I have given Naxos and its representatives is accurate, up-to-date, and without the omission of any known medical issues.

_____ I agree and verify that if I have omitted any necessary personal information, whether knowingly or unknowingly, I will hold Naxos harmless against all liability for any damages that may occur to myself or to others because of my actions or inactions.

_____ I agree to keep Naxos apprised of any changes or upcoming changes concerning my physical health and personal information.

_____ I understand and agree that it is my responsibility to let Naxos know if I find myself in any pain or discomfort before, after, or during the Fitness Services.

_____ If I do require medical treatment or attention while or after participating in the Fitness Services, I agree that the medical costs are mine and mine alone and hold Naxos blameless from any charges, fees, or costs that my conditions may incur.

_____ I agree and understand that Naxos is a home-based business and assume the risk of entering the Kaylor home for my services, including and not limited to allergies related to pets and communicable diseases.

ASSUMPTION OF RISK. I understand and am aware that my participation in the Fitness Services involves risks. These risks may lead to tangible or intangible harm, and I agree that they may result not only from my own actions but also from the actions of others. With the knowledge and understanding of these risks, I choose, of my own will and volition, to continue participating in the Fitness Services. I am also aware that there are risks that I may not have considered, yet I waive my right to any claims that may occur from these unconsidered risks, and I choose, of my own will and volition, to participate in the Fitness Services.

COVENANT NOT TO SUE. I will not start any lawsuit or other court action against Naxos, nor will I join any such proceeding, including any claim for money damages. I acknowledge and agree that I am entering a covenant not to sue Naxos in any capacity, including to hold Naxos liable for any injury, loss, or damage sustained by me or my property, even if it is due to Naxos 's negligence or omission. I also waive the right of any of my insurers to make any such claim.

INDEMNIFICATION: I agree to defend and indemnify Naxos and any of its affiliates (if applicable) and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to my use or misuse of the Fitness Services or my conduct or actions. I agree that Naxos shall be able to select its own legal counsel and may participate in its own defense, at its sole discretion.

REPRESENTATION: I am over 18 (eighteen) years of age and am medically and physically able to participate in the Fitness Services.

GOVERNING LAW: This Fitness Services Waiver shall be governed by and construed in accordance with the internal laws of Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Fitness Services Waiver: Arlington County

ENFORCABILITY: This Fitness Services Waiver will bind and be enforceable against me and all of my personal representatives. I agree that this Fitness Services Waiver should be enforceable to the fullest extent of the law, and if any portion is held invalid, the remainder should continue in full legal force and effect. I specifically acknowledge and agree that this document is not intended to be a general release, which would be limited under some state and local laws. This Fitness Services Waiver shall be construed and interpreted as broadly as possible in the applicable jurisdiction.

REVOKE MEMBERSHIP: Naxos has the sole right to revoke membership to the gym in the event that any portion of this agreement is breached.

The following is the identifying and contact information for me, the client ("Client"):

Client Legal Name: _____ **Client Address:** _____

Client Phone Number: _____ **Client Date of Birth:** _____

Client Email: _____

Emergency Contact Name: _____ **Emergency Contact Phone Number:** _____

Relationship: _____

I HEREBY AFFIRM THAT I HAVE READ AND FULLY UNDERSTAND AND AGREE TO THE ABOVE STATEMENTS.

Client Signature: _____

Date: _____