



EXERCISE PROGRAM WAIVER OF LIABILITY / INFORMED CONSENT & CANCELLATION POLICY FORM

I, _____, wish to participate in an exercise program (Program) with a member of JM Wellness, LLC. I understand that the purpose of the exercise program is to develop and maintain cardiorespiratory fitness, body composition, flexibility, muscular strength and muscular endurance. I understand that the Program, may include such activities as postural education, instruction in body mechanics, strengthening exercises, stretching, cardiovascular exercises, running, jumping, hopping, change of direction, or other plyometric activities. I understand that the reaction of the cardiorespiratory system to such activities cannot be predicted with complete accuracy. I understand that there exists the remote possibility during exercise of adverse changes including abnormalities of blood pressure, fainting, disorders of heart rhythm, and very rare instances of heart attack or even death.

I am aware that any exercise program may involve potential risks of injury. I am voluntarily participating in these activities and using any training equipment with knowledge of the dangers involved, such as, but not limited to muscle joint, and bone injury. I do hereby state that I am in good physical condition and do not suffer from any condition or impairment that would prevent or substantially limit my participation in an exercise program.

I understand that this program may or may not benefit my physical fitness or general health. I recognize that involvement in the exercise sessions will allow me to learn proper ways to perform conditioning exercises, use fitness equipment, and regular physical effort. These experiences should benefit me by indicating how my physical condition may affect my ability to perform various physical activities.

I acknowledge that I have carefully read this “waiver and release” and fully understand that it is a release of liability. I voluntarily and expressly agree to release and discharge JM Wellness, its officers, agents, or employees, and agree to hold harmless all released individuals from claims, damages, liabilities, costs and expenses, including reasonable attorney’s fees, arising out of my participation in any of the Program’s activities or use of equipment as a part of the Program including but not limited to personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence.

Cancellation Policy: Unforeseen circumstances happen from time-to-time, however everyone’s time is valuable, both yours and mine. There is a 12 hour cancellation policy for all scheduled training sessions. Sessions must be canceled by contacting the trainer / exercise physiologist by phone or email within the required time. If a cancellation occurs under 12 hours or there is a no-show at the scheduled time, the client is responsible for a late cancellation fee up to the full cost of the session unless other arrangements are agreed upon in writing between the trainer / exercise physiologist and client. Similarly, if the trainer / exercise physiologist is late or misses a session, they are responsible for providing you that time.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from. I hereby affirm that I have read and fully understand this form, have had all of my questions answered, and give my informed consent to participate in the Program with JM Wellness.

Signed: _____

Dated: ____/____/____

If under 18 years of age, a parent or guardian must sign.

Printed Name: _____

JM Wellness Signature: _____

Dated: ____/____/____