



Waiver and Release of Liability and Assumption of Risk

Participant Information

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work: _____

BY AFFIXING MY SIGNATURE TO THIS DOCUMENT, I ATTEST, CONTRACT, UNDERSTAND AND AGREE THAT I AM TO BE LEGALLY BOUND BY ITS CONTENTS.

I hereby stipulate and agree as follows:

1. I, through the purchase of training sessions, have agreed to participate voluntarily in a program of physical exercise, including, but not limited to, strength training, flexibility development, aerobic and cardiovascular exercise (“Activities”), under the guidance of D1 Prep, LLC and/or its partners, owners, officers, staff, employees, contractors, affiliates, successors, agents and/or assigns (collectively “D1 Prep”).

2. I have disclosed in writing to D1 Prep any known physical or mental illness or weakness that would increase the risk to me of participation in Activities. Moreover, I will disclose in writing to D1 Prep any physical or mental illness or weakness that would increase the risk to me of participation in Activities. I will make such disclosure promptly after learning of such illness or weakness, but in no event shall I engage in any Activities unless and until I have made such disclosure to D1 Prep.

3. Except as otherwise disclosed pursuant to the immediately preceding paragraph, I declare myself physically and mentally sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in the Activities or my use of Equipment (as defined below). I acknowledge that I have been informed of the need for a physician’s approval for my participation in Activities and in the use of Equipment. Further, 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 exercise program with D1 Prep, I acknowledge I am doing so at my own risk.

4. D1 Prep will provide the equipment or machinery to be used in connection the Activities, including, but not limited to, benches, dumbbells, barbells, and other similar items (“Equipment. I acknowledge that, although D1 Prep takes precautions to maintain the Equipment, such Equipment may malfunction and/or cause Injuries (as defined below) and that I take sole and full responsibility to inspect any and all Equipment prior my use of the same.

5. I understand and am aware that Activities, including the use of Equipment, are potentially hazardous activities. I acknowledge the possibility that injuries and physical and mental changes arising during and/or resulting from engaging in Activities does exist. Such injuries include, but are not limited to, soft tissue injuries, abnormal blood pressure, fainting, disorders in heartbeat, heart attack, and, in some instances, death (“Injuries”). I understand that any of the foregoing could result in my becoming partially or totally disabled and incapable of performing any gainful employment or having a normal social life.

6. I am voluntarily participating in Activities and using Equipment with knowledge of the dangers involved. I understand and take sole and full responsibility for any and all Injuries that may occur to myself and/or others, including but not limited to D1 Prep, related to any and all Activities associated with D1 Prep's instruction, even if not specifically set forth in this document, whether or not they fall within the scope of reasonably foreseeable injuries related to such Activities, and whether or not undertaken in D1 Prep's presence. Although D1 Prep will take precautions to ensure my safety, I expressly assume and accept sole and full responsibility for my safety and for any and all Injuries that may occur.

7. In consideration of D1 Prep's agreement to instruct, assist, and train me, I hereby agree to hold harmless D1 Prep from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected to my participation in any and all Activities, use of Equipment, or any and all acts or omissions, including negligence by D1 Prep. This waiver and release of liability includes, but is not limited to, (a) Injuries to myself and/or others, including but not limited to D1 Prep, that may occur as a result of (i) Equipment that may malfunction or break; (ii) any and all defects, latent or apparent, in the design or condition of Equipment; (iii) any and all slips, falls, or dropping of Equipment; (iv) any and all improper maintenance of Equipment or facilities; (v) any hazardous condition that may exist on the premises, including, but not limited to, the specific workout area; and (vi) D1 Prep's negligent instruction or supervision; and (b) damage to property, including but not limited to, Equipment and the premises.

8. I acknowledge and agree no warranties or representations have been made to me regarding the results I will achieve from training services provided by D1 Prep. I understand results are individual and may vary. 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, executors and/or assigns, may have to bring any and all legal actions or assert any and all claims against D1 Prep. I represent and warrant that I am signing this agreement freely and willfully and not under fraud or duress. I further represent and warrant no social relationship exists between D1 Prep and me, or if such a social relationship exists, for purposes of my training sessions, D1 Prep 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 D1 Prep.

_____ Date: _____
Participant's signature

_____ Date: _____
Parent/guardian signature (if applicable)