



PARTICIPANT RELEASE AND KNOWLEDGE OF AGREEMENT

1. I _____ wish to participate in the exercise and training program offered by Kalev Fitness Solution Inc. I understand that there are inherent risks in participating in a program of strenuous exercise. Consequently I have been examined by a physician of my choice and have obtained his/her approval for my participation in a fitness program within 60 days of the date set forth below. No change has occurred in my physical condition since the date such approval was given which might affect my ability to participate in the fitness program. If a physician has not examined me, I agree to see a physician within 60 days of the date set forth below to obtain his/her approval for my participation in a fitness program. I agree that Kalev Fitness Solution Inc. and Sun Tower Limited Partnership will not be liable or responsible for any injuries to me resulting from my participation in the fitness program (whether at home, outdoors, in the training room, or at a corporate, commercial, residential or other fitness facility) and I expressly release and discharge Kalev Fitness Solution Inc. and Sun Tower Limited Partnership their owners, employees, subcontractors, agents, and or assigns, from all claims, actions, judgments and the like which I or my heirs, executors administrators or assigns may have or claim to have as a result of and injury or other damage which may occur in connection with my participation in the fitness program, excepting in an injury caused by gross negligence or intentional act of such person or persons. The release shall be binding upon my heirs, executors, administrators and assigns.

I have read and understand this term: _____ (initial)

2. I certify that the answers to the questions outlined on the Par-Q form are true and complete to the best of my knowledge. I acknowledge that medical clearance is required if I have answered "Yes" to any of the questions on the PAR-Q form. I understand and agree that it is my responsibility to inform my Personal Trainer of any conditions or changes in my health now and ongoing, which will affect my ability to exercise safely and with minimal risk of injury.

I have read and understand this term: _____ (initial)

3. I accept full responsibility for my use of any and all apparatus, appliances, facility privileges or services whatsoever, owned and operated by Kalev Fitness Solution Inc. and Sun Tower Limited Partnership, at my own risk and shall hold Kalev Fitness Solution Inc. and Sun Tower Limited Partnership, its shareholders, directors, officers, employees, and agents harmless for any and all loss, claim, injury, damage, or liability sustained or incurred by me resulting there from.

I have read and understand this term: _____ (initial)

4. I understand that I am not obligated to perform or participate in any activity that I do not wish to, and that it is my right to refuse such participation at any time during my training session. I understand that should I feel lightheaded, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity and inform my Personal Trainer.

I have read and understand this term: _____ (initial)

5. I understand the result of any fitness program cannot be guaranteed and my progress depends on my effort and cooperation in and outside of the sessions.

I have read and understand this term: _____ (initial)

Signature



6. I understand that all Private Personal Training rates are based on 55 minute sessions and should I arrive late, there is no guarantee that I will receive the full session with my trainer. In return, if my Personal Trainer is late for a session, I will still receive the full session time.

I have read and understand this term: _____ (initial)

7. I understand that Kalev Fitness Solution Inc. bills its clients on a pre-pay basis. Once my trainer and I have decided upon the type of training package and payment plan I will purchase, payment must be made before the sessions are conducted. Cash, Cheque, Visa, or MasterCard are acceptable. I understand that all services are non-transferable and non refundable. I understand that all Personal Training Sessions must be redeemed within 6 months of purchase.

I have read and understand this term: _____ (initial)

8. I understand that Kalev Fitness Solution Inc. operates on a scheduled appointment basis for all Private Training sessions and thus, requires that I provide 24 hours notice when canceling an appointment. No charge will be levied should I cancel MORE than 24 hours notice given. Should I cancel LESS than 24 hours prior notice, I will be charged for a full session. I understand that Kalev Fitness Solution Inc. recommends that all cancelled sessions be rescheduled to ensure consistency and fitness progress.

I have read and understand this term: _____ (initial)

9. I understand that during a personal training session, my trainer may have to use Touch Training to correct alignment and/or focus my concentration on a particular muscle area to be targeted. If I feel uncomfortable or experience any type of discomfort with Touch Training, I will immediately request that my trainer discontinue this technique.

I have read and understand this term: _____ (initial)

10. I understand that the usage of any nutritional supplement is done under my own will and has not been prescribed by my Personal Trainer.

I have read and understand this term: _____ (initial)

11. I understand that should my Personal Trainer become ill or is away on holidays, another trainer will be assigned to me so that my fitness program does not suffer. I also understand that in the event that my Personal Trainer is no longer employed by Kalev Fitness Solution Inc. a suitable Personal Trainer will be re-assigned to oversee my program and workouts.

I have read and understand this term: _____ (initial)

I have read this Release and Terms of Agreement and I understand all of its terms. I sign it voluntarily and with full knowledge of its significance.

Name

Signature

Date



Liability / Informed consent waiver

Name: _____ Email: _____ Phone: _____

Par-Q – There are many benefits associated with regular exercise and the PAR-Q is the first step to take if you are planning on increasing the amount of physical activity in your life. Please fill out these questions accurately.

Please circle YES or NO to the following:

Yes/ No

- Y / N Has your doctor ever said that you have a heart condition
- Y / N Has your doctor ever said that you should only do physical activities recommended by a doctor?
- Y / N Do you feel pain in your chest during physical activities?
- Y / N In the past month have you had chest pain when you were not doing physical activity?
- Y / N Do you lose your balance due to dizziness or do you ever lose consciousness?
- Y / N Do you have a bone or joint problem which could be made worse by a change in your physical activity?
- Y / N Is your doctor currently prescribing drugs for your blood pressure or heart condition?
- Y / N Do you know any other reason why you should not do physical activity?
- Y / N Do you take any medications on a regular basis?

If yes, what is the medication for? _____

How does this medication affect your ability to exercise? _____

Liability Waiver

“I have enrolled in a program of strenuous physical activity including but not limited to resistance training, running, bicycling and the use of various stationary conditioning machinery offered by **Kalev Fitness Solution Inc.** and **Sun Tower Limited Partnership**. I hereby affirm that I am in good physical condition and do not suffer from any disability that would prevent or limit my participation in this exercise program. In consideration of my participation in **Kalev Fitness Solution Inc.**'s exercise program, I, for myself, my heirs and assigns, hereby release **Kalev Fitness Solution Inc.** and **Sun Tower Limited Partnership**, from any claims, demands and causes of action howsoever arising including, but not limited to negligence from my participation in the exercise program. I fully understand that I may injure myself as a result of my participation in **Kalev Fitness Solution Inc.**'s exercise program and I, hereby release **Kalev Fitness Solution Inc.** and **Sun Tower Limited Partnership** from any liability whatsoever now or in the future including but not limited to heart attacks, strains/sprains, broken bones, shin splints, heat prostration, joint injuries, and any other illness, soreness or injury, however caused, occurring during or after my participation in the exercise program.”

I have read and understood the waiver. Any questions I had were answered to my full satisfaction.

Signature

Date

One day notice is required for all appointment cancellations. “I agree to give notice of cancellation 24 hours. prior to the session or pay the full amount of any missed sessions.”

“I hereby affirm that I have read and fully understand all of the information and conditions within the agreement.”

Signature

Date