

# **Armstrong Training Concepts**

## **RELEASE OF LIABILITY**

### **Due Diligence by Client:**

Client acknowledges that he/she has provided Mark Aquilino with all background information, including appropriate medical history, which may be necessary to prepare, formulate and perform services for client. Client expressly warrants and affirms that he/she has obtained appropriate medical clearance to participate in the diet, exercise and training programs provided by Mark Aquilino .

### **Assumption of Risk/Waiver of Liability:**

Client understands and acknowledges that participation in any diet, exercise and training program carries with it the inherent risk of bodily injury and/or illness. Client further understands that it is his/her obligation to immediately inform the trainer of any pain, discomfort, fatigue or any other symptoms that he/she may suffer as a result of any weight-training program. Client agrees that he/she will forever release and hold Mark Aquilino harmless from and against any and all claims, whether for personal injuries, illness or otherwise, arising from the services provided by Mark Aquilino , and that he/she shall not in any way seek to hold Mark Aquilino liable for any and all such claims. Client agrees that by participating in physical exercise or training activities, he/she does so entirely at his/her own risk. This includes, without limitation, (a) use of all amenities and equipment in the facility and any off-site location, (b) participation in any activity, class, program, personal training or instruction, and (c) the sudden and unforeseen malfunctioning of any equipment. It is agreed that client is voluntarily participating in these activities and the use of the facilities and premises and that he/she assumes all risks of injury, illness, or death.

### **Indemnity for Breach of Agreement:**

Client agrees to indemnify and hold harmless Mark Aquilino for any and all losses, claims, damages, attorney's fees, judgments or liability arising from client's breach of this Agreement.

### **Binding Arbitration:**

Client acknowledges and agrees that any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be resolved by binding arbitration in the State of New Jersey, utilizing the substantive and procedural laws of the State of New Jersey, in accordance with the rules and procedures of the American Arbitration Association.

### **Read and Understood:**

Client has carefully read this form and fully understands that this is a release of liability. Client expressly agrees to release and discharge Mark Aquilino and its respective agents, officers, principals, employees, and representatives of and from any and all claims, demands, actions, damages, or expenses arising out of or in any way related to my participation in the services provided by Mark

**Aquilino . By signing below, Client acknowledges and warrants that he/she has read and understood this entire Agreement, and that he/she agrees to be legally bound by the terms and conditions of this Agreement.**

**Agreed & Accepted:**

**Date:**

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