

## **LIABILITY WAIVER**

This legal document is a waiver of liability. By signing this document, you are agreeing to relinquish your right to sue Hageman Personal Training LLC and/or Patrick Hageman for alleged negligence in any way related to online or in-person training including but not limited to any injuries suffered on your way to or leaving from a session with Hageman Personal Training LLC and/or Patrick Hageman. This waiver applies in full effect for live training (in-person or virtual) as well as for pre-recorded (i.e. on-demand) training sessions. This waiver further applies whether the training session takes place in the undersigned's home, a private gym, outside, or in any other location. By signing this document, you further acknowledge and agree to the following:

- ❖ That you understand that receiving physical fitness training and participating in exercise, stretching, and related physical fitness activities as a part of this training will require physical exertion which may be strenuous and cause injury. In consideration of receiving physical training instruction, you agree not to sue Hageman Personal Training LLC and/or Patrick Hageman for claims for injury, death, or damage to your person and/or property in connection with or arising from your participation in this training (whether live or pre-recorded).
- ❖ That by signing this document, you are expressly stating that you agree not to sue Hageman Personal Training LLC and/or Patrick Hageman for any alleged negligence related in any way to this training/instruction. This release expressly includes but is not limited to claims related to injuries stemming from slipping or tripping, breath work, mobility exercises, kettlebell training, battle ropes, dumbbells, outdoor runs, recovery and sleep hygiene counseling, sled work, cable towers, functional/mobility assessments, resistance bands, stretching, mobility/bodyweight exercises, use of treadmills or other cardio equipment, any other exercise equipment, as well as any alleged injury stemming from personal training instruction, nutrition instruction, and/or health and fitness advice. Despite its benefits, fitness training carries with it specific risks and by signing this agreement you are expressly acknowledging your awareness of those risks and your agreement to accept sole legal responsibility for the possibility of injuries from these activities.
- ❖ That you understand that it is your continuing responsibility to inform Patrick Hageman of any previous or existing medical conditions, injuries, or surgeries. You understand that training sessions and/or instruction will involve physical exertion and it is solely your responsibility to rest or stop when appropriate regardless of encouragement or instruction. It is your responsibility to listen to your body and keep yourself safe.
- ❖ That you understand it is your responsibility to consult a physician regarding your participation in training sessions with Hageman Personal Training LLC and/or Patrick Hageman. By signing this document, you represent and warrant that you are aware of no medical condition that would prevent your full participation in this training or that could pose a risk to you or others.
- ❖ That you agree not to hold Hageman Personal Training LLC and/or Patrick Hageman responsible for any alleged illness, allergic reaction, or lack of results from this training/instruction.

- ❖ That you acknowledge that Patrick Hageman is not a licensed medical practitioner, nutritionist, or dietician and that any advice is therefore limited in scope and is no substitute for professional medical supervision and advice. Hageman Personal Training LLC and/or Patrick Hageman recommend consulting with your physician before starting any nutritional program or exercise routine.
  
- ❖ That you acknowledge that personal training and/or instruction may involve some physical touching and/or repositioning by Patrick Hageman during a training session. If at any time, you wish not to be touched, please inform Patrick Hageman accordingly at the start of the training session.
  
- ❖ VENUE - That you understand that this document will be construed in accordance with Illinois law and that any legal action brought against Hageman Personal Training LLC and/or Patrick Hageman in any way related to this training, this agreement, and/or any fitness, diet, supplement advice provided can only be brought in the Circuit Court of Cook County, Illinois.

By signing this document, you agree that you have read the above Release and Waiver of Liability and fully understand its contents. You voluntarily agree to the terms and conditions stated above.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_