

Fitness By Day Agreement, Release and Waiver of Liability

I have chosen to retain Brian Day (BS, CSCS) as my strength and conditioning specialist.

I understand that Brian Day may recommend a strenuous exercise program including, but not limited to, weight training, flexibility and aerobic conditioning. I understand that any exercise program I undertake could create physical stress which may result in harmful and even fatal effects, including without limitation, heart attack, stroke, muscle strains, pulls or tears, broken bones, shin splints, ligament and tendon injuries, heat prostration, knee/lower back and foot injuries, joint injuries, and other conditions, illnesses, sores, and injuries.

Medical Check Up

I understand and agree that it is solely my responsibility to consult with a physician prior to commencing any exercise program, to remain under medical supervision if that is indicated, to seek medical assistance in the event of any injury or health concern and to inform Brian Day of any adverse changes in my medical condition. I understand that Brian Day does not and cannot ascertain whether any exercise program will be harmful to my health. By signing this Agreement, Release and Waiver of Liability I affirm that I have consulted a physician about engaging in a strenuous exercise program, that I am in good physical condition and that I do not suffer from any condition, disability, injury or impairment, and take no medication, that would prevent or limit my participation in a strenuous exercise program.

Equipment

I understand that exercise equipment can be dangerous and may cause bodily injury. I understand and agree that I am solely responsible for the safety of any equipment I supply. I understand that Brian Day makes no representations or warranties concerning the safety of equipment I supply or the appropriateness or fitness of that equipment for its intended use; that he has not inspected my equipment for defects; and that he takes no responsibility whatsoever for any defects in the design or manufacture of my equipment, including defects which result in bodily injury.

Diet

I recognize that Brian Day is not a registered dietitian. I understand that Brian Day may make both general and specific recommendations concerning diet and nutrition, including but not limited to advice concerning calorie consumption, recommended quantities of proteins, carbohydrates and fats. However, I understand that any change in my diet and nutrition could have potentially adverse consequences depending on my physical and medical condition and any medications I may be using. I understand that Brian Day does

not make any representations concerning the appropriateness of any specific change in my diet or nutrition, or whether any such change is medically recommended or beneficial to my health. I agree that I am solely responsible for consulting a physician before undertaking any change in my diet or nutrition and agree that I am solely responsible for the results and effects of any such change.

Release

I understand that I may injure myself as a result of my participation in an exercise program. In consideration for Brian Day providing me with professional guidance, I, on behalf of myself, my heirs, estate, next of kin and assigns, hereby agree as follows:

- i. I assume the risk of incurring any such injuries** and waive any claims, demands and causes of action, and,
- ii. I agree to release Brian Day from any and all liability** for any personal injuries resulting from my participation in strength and conditioning, my exercise program, my equipment, diet or nutrition, and,
- iii. I agree to indemnify and hold Brian Day harmless for any liability or claims against Brian Day** based on personal injury incurred as a result of strength and conditioning, my exercise program, equipment, diet or nutrition.

I AM OVER EIGHTEEN YEARS OF AGE AND HAVE READ THE ABOVE AGREEMENT IN ITS ENTIRETY OR I AM SIGNING ON BEHALF OF A MINOR FOR WHOM I AM RESPONSIBLE.

Printed Name _____

Signature _____

Date _____