

Ray Rich Personal Training Informed Consent & Assumption of Risk
(Must be signed prior to beginning personal training sessions)

I, the undersigned, being aware of my own health and physical condition, and having knowledge that my participation in Ray R. Richardson Jr's Personal Training Program/Fitnessxtremes facility may cause injury, I am voluntarily choosing to participate in the program. There are always certain risks associated with any physical activity. I understand these risks and declare myself physically sound and capable to participate in Ray R. Richardson Jr's program/ Fitnessxtremes . The Ray Rich/ Fitnessxtremes Personal Training Program is a program designed to guide me, safely and effectively, through an appropriate individualized fitness/exercise regime based on my initial fitness assessment and goal assessment. Following the completion of a health history form and possibly a doctor's note and an initial consultation, I will be given an individual exercise program that focuses on increasing fitness to prepare me for normal activities of daily living. I realize that I have the option to discontinue any activity/email automation upon my own discretion. I also realize that all information obtained about myself through this program will be kept in strict confidence within Ray R. Richardson Jr's/Fitnessxtremes Personal Training Program.

In making this activity available for your participation, Ray R. Richardson Jr/Fitnessxtremes assumes no responsibility for your injury. The responsibility is assumed entirely by the participant. Participants should have adequate personal insurance coverage.

WAIVER AND INDEMNITY

In consideration of services or property provided, I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge and covenant not to sue Ray R. Rich Personal Training/Fitnessxtremes or any instructors, agents, advisors, employees, affiliates, members, volunteers, staff, heirs, assigns, and representatives, (collectively, the "Releases") from any and all claims including, not by way of limitation, any claims arising from negligence of Releases or any of them resulting in personal injury, accidents or illnesses (including death) and/or property loss arising from or relating in any way to participation in the Activity, the use of facilities in connection with the Activity, and/or travel before, during or after the Activity.

I agree to indemnify and hold harmless Releases from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys fees, and to reimburse Releases for any such expense incurred in connection with or as a result of (1)(a) Participant's participation in the Activity or (b) travel associated with the Activity or (2) arising in connection with or as a result of any attempt by anyone, including, not by way of limitation, Participation or anyone claiming on Participant's behalf, to avoid the terms of this document which I freely sign.

NOW, THEREFORE, in consideration of the covenants contained herein and in order to compromise and/or avoid any and all disputes, claims or causes of action between them, the parties agree as follows:

Withdrawal, Dismissal and Release of All Claims. Exercise client does hereby fully, finally and forever waive and unconditionally release Ray Rich Personal Training/Fitnessxtremes from any and all claims, complaints, demands, damages, actions, causes of action or suits at law or in equity, liabilities or obligations of whatever kind, whether suspected to exist or not suspected to exist whether based on tort or contract, or any other basis of law or equity, and all claims arising from acts, or omissions which occurred or failed to occur from the beginning of time through this date of execution of agreement any and all claims for compensatory, punitive, or other damages or relief of any kind relating to any claims and any and all claims attorney fees, and cost incurred in relation to such claims. Exercise clients further waives and gives up any right to become and promises to not to consent to become, a member of any class or collective action in a case in which claims are asserted against or related to Ray Rich Personal Training/Fitnessxtremes in anyway. If without prior exercise client's prior knowledge and consent, exercise client is made a member of a class in any proceeding against Ray Rich Personal Training/Fitnessxtremes., exercise client agrees to opt out of the classes at the first opportunity. It is understood and agreed that Ray Rich Personal Training/Fitnessxtremes, entities and individuals are intended third party beneficiaries of this agreement/release

Non-disparagement. Exercise client hereby covenants and agrees not to make any statement at any time in the future to any person or entity which is disparaging of the business, reputation, competence or good character of Ray Rich Personal Training/Fitnessxtremes, which, if publicized, would cause humiliation, or embarrassment or would cause the public to question the business condition, integrity, competence or good character of Ray Rich Personal Training/Fitnessxtreme or any of the present or former officers, directors or employees Ray Rich Personal Training/Fitnessxtremes

Acknowledgement. Exercise client acknowledges and agrees that, in executing this Agreement, he/she has relied entirely on his/her own judgment, that he/her has read this Agreement and has been given adequate time in which to consider its terms and to ask any questions that he/she might have of anyone, including counsel of his/her own choosing, and that he/she has signed this Agreement voluntarily and with the full understanding of its terms and effects. Exercise Client's further agrees that no fact, evidence, event or transaction currently unknown to him/her which hereafter may become known to him/her will affect in any manner the final and unconditional nature of this Agreement.

Binding Effect/Assignability. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.' This Agreement shall not be assignable, in whole or part, by any party.

Severability. The parties acknowledge and agree that the provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provisions shall not affect the validity or enforceability, of any provisions herein. If any provision of this Agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the maximum extent it may be enforceable, and all other provisions of this Agreement shall remain fully enforceable.

Complete Agreement. The parties understand, warrant and agree that this Agreement supersedes and renders null and void all other previous agreements of any kind between the parties, whether written or verbal; provided however, that the Non-Solicitation, Non-Competition and Confidentiality Agreement signed by Exercise client remains in effect. The parties further warrant and agree that no promise or inducement has been offered for this Agreement other than as set forth herein.

Governing Law. The parties understand, warrant and agree that this Agreement is executed pursuant to the laws of the State of Illinois and that any dispute regarding this Agreement shall be decided according to the laws of the State of Illinois.

Originals. This Agreement may be executed in any number of counterparts, each of which shall constitute original, but all of which together shall constitute one and the same Agreement. Facsimile signatures shall be deemed originals.

I have read this document in its entirety, fully understand its terms, and understand that I am giving up substantial rights – including my right to sue. I know, understand and appreciate these and other risks that are inherent in the Activity. I expressly agree and assert that participation in the Activity is voluntary and I knowingly assume all such risks and elect to proceed with the participation despite all the risks. I acknowledge that I am signing this document freely and voluntarily and intend, by my signature, the complete and unconditional release of all liability to the greatest extent allowed by law.

"Having such knowledge, I do hereby release Ray Rich Personal Training/Fitnessxtremes of all liability related to injuries or accidents to myself which may occur as a result of participation in Ray Rich Personal Training/Fitnessxtremes Program. I hereby assume all risks connected therewith and consent to participate in Ray Rich Personal Training/Extreme fitness Program."

Print Name _____
Signature _____ Date _____

Photo/Video Release for Ray Rich Personal Training Program

I hereby grant Ray Rich Personal Training/Fitness Extremes the absolute and irrevocable right and unrestricted permission to use photo's/videos taken of me or in which I may be included with others and to use, re-use, publish, and republish the same in whole or in part, individually or in conjunction with other photos/video's and in conjunction with any printed/digital matter, in any and all print media, digital media or any other form of media now and hereafter known, and for any purpose whatsoever for illustrations, email automation, promotion, art, editorial, advertising and trade, or any other purpose whatsoever without restriction as to alteration, and to use my name in connections therewith if Ray Rich Personal Training/Fitnessxtremes, chooses to.

I hereby release and discharge the photographer/video photographer and Ray Rich Personal Training/Fitnessxtremes. from any and all claims and demands arising out of or in connection with the use of these photo's /video's in any of the above described media presentations, including without limitation any and all claims for libel, slander or invasion of privacy.

This authorization and release shall also inure to the benefit of the heirs, legal representatives.

I am 18 years of age or older or guardian and have the right to contract in my own name. I have read the forgoing and fully understand the contents thereof. This release shall be binding upon me and my heirs, representatives and assigns.

Name

Signature or Signature of Parent
(for participants under age)

Date