

WAIVER AGREEMENT



Waiver Agreement Overview

WHAT IT IS: This agreement is between you and any participant stating that you are not responsible for injuries they incur while participating.

WHAT IT DOES: This agreement requires that the participant accepts the risk of injury and it relieves you of liability if they get injured. Among other things, this agreement

- Establishes that the client assumes all risk of injury
- Indemnifies (a.k.a. insures) you in the event you get dragged into certain types of lawsuits (e.g. a client suing another client for an injury while doing your program)
- Limits your liability by releasing all claims against you and acknowledging the risk associated with physical exercise

WHY YOU NEED IT: To protect you and your company for lawsuits related to a participant getting injured.

WHEN TO USE IT: Any time you work with a client that has not already signed the Personal Training Agreement (which has these disclaimers already baked in).

Clause-By-Clause Explanations and Instructions

Editing Instructions: No editing needed. Just be sure to get signed and keep a copy.

1. Statement of Health

Purpose: The purpose of this clause to make sure all of your Participants are fit to engage in physical activity and training. It shifts that responsibility to Participant by making this very clear that they need to be ready for training and that they are promising they are.

Instructions: None.

2. Express Assumption of Risk

Purpose: This clause, along with the limitation of liability, states that the Participant acknowledges all of the risks associated with physical activity. It reads aggressively but it's important that your participants acknowledge the risks and then also release you from them.

Instructions: None.

3. Waiver and Release of Liability

Purpose: The limit of liability clause ensures that your Client will not bring any claims against your company related to your company's participation in contracted Services. This clause is extremely friendly to the protection of your company and serves as a release from liability against your Client.

Instructions: None.

4. Indemnification

Purpose: An indemnification clause assures that your clients will defend your company against all claims brought against you related to the Services performed for your client. To indemnify means to “defend” or “hold harmless,” so here, the client agrees to cover your losses if they do something that causes you harm or causes a third party to sue you. Think of this clause as your safety net against claims brought against your company.

Instructions: None.

5. Governing Law, Prevailing Party, Severability

Purpose: This contains several boilerplate provisions that are helpful for you. The Governing Law makes it where any disputes will be handled where you decide. This clause explains if your company or the client is responsible for attorneys’ fees. If there is a dispute that requires retaining attorneys, whomever prevails from the dispute will be reimbursed for their attorneys’ fees. This clause is incredibly important should you need to retain an attorney as it makes it more cost effective because now your Client may have to reimburse you for legal fees. The severability clause allows the main part of the contract to remain in effect even if certain clauses are illegal or unenforceable. On the off chance that a clause is unenforceable, this provision guarantees that one bad clause does not break or “sever” the deal completely. This is one of those “boilerplate” clauses that is really important.

Instructions: None.