

Waiver and Release of Liability

Because physical exercise can be strenuous and subject to risk of serious injury, Michael Zerbato urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You agree that if you engage in any physical activity or exercise, or use any amenity on the premise (suggested by Michael Zerbato) or off premises (suggested by Michael Zerbato) including any sponsored events, you do so ***entirely at your own risk!*** Any recommendation for changes in diet including the use of supplements, weight reduction and/or bodybuilding enhancement supplements are entirely your responsibility and you should consult a physician prior to undergoing any dietary or supplement changes. You agree that you **voluntarily** participate in these activities and use of this setting and premises and ***assume all risk*** of injury, illness or death. We are also not responsible for any loss of your personal property.

This waiver and release includes, without limitation, all injuries which may occur as a result of; (a) your use of all amenities and equipment (Suggested by Michael Zerbato including Kettle Bells) in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment (c) our instruction, training, supervision, or dietary recommendations and (d) your slipping and/or falling while arriving or leaving a Michael Zerbato Personal Training activity, class, or sponsored event.

You acknowledge that you have carefully read this “waiver and release” fully understand that it is a **release of liability**. You expressly agree to release and discharge Michael Zerbato and all of its affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against Michael Zerbato for personal injury or property damage.

To the extent that the statute or case law does not prohibit release of negligence, this release is also for negligence on the part of Michael Zerbato, his agents, and/or employees.

If any portion of this release from liability shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

Signature: _____

Date: _____

Email: _____

Home Phone Number: _____

Cell Phone Number: _____

Printed Name: _____

Address: _____

City, State Zip: _____

**IF UNDER THE AGE OF 18, PARENT/GUARDIAN MUST SIGN THIS FORM IN ADDITION
TO THE PARENT/GUARDIAN WAIVER AND RELEASE FORM**