



Caterpillar Fitness Informed Consent Form (*Release Form*)

Due to the prevailing insurance and legal atmosphere in Canada, we must insist that each participant be familiar with, and agree to the following terms and conditions. If you have any questions regarding any of its contents please contact us or, obtain independent legal advice prior to signing the document. The form must be completed and submitted prior to your first workout. No one may participate in any personal training activities without first executing this document.

IMPORTANT: PLEASE READ THIS CAREFULLY, AS THIS IS A LEGALWAIVER

We advise that if you are currently taking medication, have any physical ailment or you are otherwise not in physical condition suitable for activity, it could be injurious to you. You should seek medical advice regarding these matters before participating in these programs.

I, _____ hereby acknowledge and agree that in consideration of my being allowed to train with my personal trainer at an agreed upon location[s], I acknowledge and agree to the following waiver and release. This document is a release of claims and by signing it, I agree to the following:

1. Acknowledge that when performing exercise routines or engaging in similarly strenuous activity, I may suffer injury.
2. Represent to my Caterpillar Fitness trainer(s) that I am in good health and physical condition, and am not taking medication or suffering from a condition that would prevent me from engaging in such activities or make it potentially dangerous or harmful for me to engage in such activities.
3. Assume the risk of and release and hold the Caterpillar Fitness Trainer that I train with, harmless from any liability for any physical or other injury or harm suffered by me during or performing such routines or engaging in such other strenuous physical activity, and agree that the Caterpillar Fitness Trainer that I train with shall not have any liability or responsibility for any such injury or harm.
4. I understand that strength, flexibility and aerobic exercise, including the use of the equipment offered by Caterpillar Fitness, is a potentially hazardous activity with certain risks, some of which include but are in no way limited to: soft tissue injuries such as wounds, sprains, and acute strains; broken bones or head injuries; back, neck, knee and foot injuries and heart attacks.
5. I also understand that while some of the risks and hazards involved in using the equipment of Caterpillar Fitness, are foreseeable, others are not.

6. I understand that fitness activities involve a risk of injury and even death, and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

Initials _____

I understand clearly that Caterpillar Fitness would not permit me to participate in any such personal training unless I signed this release, waiver and assumption of risk agreement.

This release, waiver and assumption of risk agreement applies to all the aforesaid personal training whether occurring at present or in the future, and that the terms of this agreement need not be brought to my attention each time I participate in such personal training in order to be effective.

I, for myself, my heirs, executors, administrators and assigns or anyone else who may claim on my behalf, hereby waive, release and forever discharge Caterpillar Fitness and its officers, agents, employees, representatives, executors, and all others from any and all responsibilities or liability from personal injury, death, damage to property, or loss of any kind resulting from my participation in any activities or my use of equipment or machinery in the above-mentioned activities.

I do also hereby release Caterpillar Fitness and its offers, agents, employees, representatives, executors, all others from any responsibility or liability or any injury or damage to myself, including those caused by negligence.

I acknowledge that I have either had a physical examination and been given my physician's permission to participate in activity and use equipment and machinery, or that I have decided to participate in activity and use equipment and machinery without the approval of my physician and do hereby assume all responsibility of any nature and kind whatsoever for my participation and activities and utilization of equipment and machinery in activities.

I have had the opportunity to ask questions or seek independent legal advice in respect of this document.

I have carefully read, understood this document and, by allowing me to train with my Caterpillar Fitness trainer, agree to in the foregoing.

Dated at _____ this _____, day of _____, 2007.

Participant Name

Witness Name

Participant Signature

Witness Signature

IF PARTICIPANT UNDER THE AGE OF 19 YEARS

Dated at _____ this _____, day of _____, 2007.

Participant Name

Witness Name

Participant Signature

Witness Signature

Parent Signature (*If Participant under the age of 19 Years*)