**Momentum Training Intake**

Name of Participant:

DOB:

Address:   
Cell:

Email:   
Are you currently Pregnant or breastfeeding?

Do you currently have any physical injuries or limitations? If yes, what?

Do you have specific fitness goals?

Are you a current Momentum Weight Loss client?

If no, are you interested in receiving more information about nutrition coaching?

**Cancellation Policy**

PERSONAL TRAINING CLIENTS:

Sessions are to be scheduled upon payment. If a client cancels or no shows their scheduled session will still be charged for that session, **no exceptions,** and is subject to a $40 fee. If you cancel or no show more than 3 times you will be removed from my schedule and forfeit the remaining sessions**.** (I do understand emergency situations happen. I will be understanding if those situations arise). PLEASE note that without notice of your cancellation I cannot fill that spot, please be mindful of my time and schedule.

If I have to cancel your session, you will not be charged, and your session will be rescheduled.

I , understand and agree to the cancellation policy as stated above.

Signature Date

**Waiver and Release of Liability**

**IN CONSIDERATION OF** the risk of injury that exists while participating in Small Group Training and/or personal training (hereinafter the “Activity”); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HERBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, “Releasor”, “I” or “me” which terms shall also include Releasor’s parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims, or causes of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge MOMENTUM WEIGHT LOSS & TRAINING CENTER, located at 3210 avenue B Suite A , Scottsbluff, Nebraska 69361, their affiliates, managers members agents attorney’s, staff, volunteers, heirs, representatives, predecessors, successors and assignees (collectively “Releasee’s”), from any physical or phycological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALIYSIS), ECONOMIC OR EMOTIONAL LOSS AND DEATH. I UNDERSTAND THAT THESE INJURIES OR NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S), NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY .

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, including attorney’s fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Momentum Weight Loss & Training Center to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AED’s, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person’s physical and mental limits and my carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of Momentum Weight Loss & Training Center official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIEABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Momentum Weight Loss & Training Center AND ALL OF ITS AFFILITES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANDY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTIONS AGAINST Momentum Weight Loss & Training Center FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Momentum Weight Loss & Training Center, it’s agents and employees.

I agree that this Release shall be governed for all purposes by Wyoming law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family’s or my agent’s willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THE INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm’s-length, without duties or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and Momentum Weight Loss &Training Center agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purpose for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable but that by limiting said provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, constructed and enforced as so limited.

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT IA M OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS

AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THE RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant’s Name: Date Participant’s Signature:

**PARENT/GAURDIAN WAIVER FOR MINORS**

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I HEREBY CERTIFY that I am the parent or guardian of, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name: Relationship to the minor:

Signature: Date: