**Assumption of Risk and Waiver of Liability**

Participation in any training sessions, consultations, or assessments with Sarah Jelinek as well as following any suggested exercise or nutrition recommendations involves inherent risks and I will stop any activity or program if I feel fatigue or discomfort at any time. While I am in good physical condition and have no disabilities that prevent or limit my participation, there is an inherent risk of injury, whether caused by me or someone else, in the use or presence of a training location with Sarah Jelinek, including but not limited to her home, my home, the outdoors, and any other location where training may take place, the use of any equipment or services, and participation in any of Sarah Jelinek's programs. This risk includes but is not limited to:

1. Injuries arising from the use of locations or equipment while training with Sarah, including any accidental “slip and fall” injuries;
2. Injuries arising from participation in supervised and unsupervised activities and programs within any training location or outside it, to the extent sponsored or endorsed by Sarah Jelinek, including but not limited to injuries arising from allergens in connection with Sarah Jelinek's nutrition recommendations and locations;
3. Injuries or medical disorders resulting from exercise from or at Sarah Jelinek's training locations, including but not limited to heart attacks, strokes, heart stress, sprains, broken bones, and torn muscles, ligaments, or tendons; and
4. Injuries resulting from the actions taken or decisions made regarding medical survival procedures.

I understand and voluntarily accept this risk and agree to specifically assume all risk of injury, whether physical or mental, while I am using or present at a Sarah Jelinek training location, using any of its equipment and services, and participating in or adhering to Sarah Jelinek training programs, whether such programs take place inside or outside of Sarah Jelinek training locations. I waive any and all claims or actions that may rise against Sarah Jelinek. I further waive any and all claims or actions against any property owner(s), manager(s), employee(s), and/or volunteer(s) of any location where the Sarah Jelinek training program is conducted or administered, including and without limitation, personal, bodily or mental injury, economic loss, or any damages resulting from the negligence of Sarah Jelinek or anyone else using a Sarah Jelinek training program and/or service. If there is any claim by anyone based on any injury, loss, or damage that involves me, I agree to defend Sarah Jelinek against such claims and pay Sarah Jelinek for all expenses relating to the claim, and indemnify Sarah Jelinek for all obligations resulting from such claims.

**Terms and Conditions:**

Amounts paid under this agreement are **non-refundable**. In endorsing the Sarah Jelinek Training Program Agreement and Addendum, I agree that the first month's package amount specified in this agreement will be paid in full before the initial start date stated in this agreement, endorsed by me and Sarah Jelinek. I understand that my program will cease if any payment is late, returned, blocked, or not paid in its entirety. All fitness sessions and/or consultations and/or assessments **must be completed by the expiration date** in this agreement or they are forfeited. I understand that extensions and/or postponements in my Sarah Jelinek agreement as a result of injury, whether physical or mental, surgery, or illness require authorized documentation by the diagnosing physician prior to the program expiration date or the sessions are forfeited. **I understand that if I do not cancel a scheduled session with Sarah Jelinek at least 24 hours in advance, the session cost is non-refundable. I understand any missed sessions are non-refundable.** Sarah Jelinek reserves the right to reschedule sessions at any time. I understand that Sarah Jelinek recommends I consult my physician before beginning any exercise or nutrition program.

I hereby affirm that I have read and fully understand the above (client initial \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent Signature (if client under 18 years of age): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_