

## **LIABILITY WAIVERS 2025-2026**

### **Personal Training and Health and Wellness Services**

#### **HEALTH AND WELLNESS COACHING LIABILITY WAIVER**

##### **Clark County, Nevada**

This Liability Waiver ("Agreement") is entered into by and between the undersigned client ("Client") and FitFunction LLC ("Coach"), a health and wellness coach operating in Clark County, Nevada.

By purchasing this program, Client acknowledges and agrees to the following:

#### **1. Nature of Services**

The Coach provides health and wellness coaching services, which may include advice or guidance related to nutrition, exercise, stress management, lifestyle habits, and general wellness. These services are educational in nature and are **not** a substitute for professional medical advice, diagnosis, or treatment.

#### **2. Medical Disclaimer**

Client understands that:

- The Coach is **not a licensed medical provider**, psychologist, or registered dietitian.
- Coaching is **not intended to diagnose, treat, cure, or prevent any disease or medical condition**.
- The Client should consult with a qualified medical professional before beginning any new health or wellness regimen.

#### **3. Online Coaching Disclaimer**

Client acknowledges that coaching services may be provided **in-person or remotely**, including via video call, phone, email, or messaging platforms. Client understands and agrees that:

- Online coaching may have limitations in observing physical cues or conditions.
- It is the Client's responsibility to communicate clearly and accurately, and to seek emergency or in-person care as needed.
- The Coach is not liable for issues resulting from technology malfunctions, internet disruptions, or miscommunication due to the limitations of online platforms.

#### **4. Assumption of Risk**

Client voluntarily assumes all risks associated with participation in coaching sessions and the implementation of any advice or recommendations provided, whether in-person

or online. This includes, but is not limited to, risks related to diet changes, exercise, or mental health impacts.

## **5. No Refund Policy and Program Pauses**

All payments made for coaching services, including but not limited to single sessions, packages, or programs, are **non-refundable**.

- Missed appointments without proper notice (minimum 24 hours in advance) may be forfeited.
- Exceptions for refunds will be considered **only at the sole discretion of the Coach**, and such decisions are final.

Rescheduling makeup sessions is also at the discretion of the Coach and **will not** roll over to the next month. For example, if you pay for 4 sessions a month, those sessions do not roll over to the next month.

Pausing your program is on a case-by-case basis and is only allowed for a medical or family emergency. As this is a remote service, travel does not count as a reason to pause your program. **Your program can only be paused once for up to one month; after that, any remaining sessions are forfeited if you do not resume coaching services, and there will be no refunds.** If you do not finish your program, you will not receive a refund for your program.

## **6. Release of Liability**

To the fullest extent permitted by law, Client hereby waives, releases, and discharges the Coach and any of the Coach's affiliates, employees, contractors, agents, successors, and assigns from any and all claims, liabilities, demands, or causes of action arising out of or related to participation in health and wellness coaching.

## **7. Indemnification**

Client agrees to indemnify and hold harmless the Coach from any and all losses, damages, costs, or expenses (including attorney's fees) arising out of any claim related to the Client's participation in coaching services.

## **8. Confidentiality**

The Coach will maintain the confidentiality of all personal and health information shared by the Client during coaching sessions, except as required by law or with the Client's written or verbal consent.

## **9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Any disputes arising under or in connection with this Agreement shall be resolved in the courts of **Clark County, Nevada**.

## **10. Acknowledgment**

Client acknowledges that they have read this Agreement in its entirety, understand its terms, and voluntarily agree to all provisions.

## **PERSONAL TRAINING LIABILITY WAIVER**

### **CLARK COUNTY, NEVADA**

This Personal Training Liability Waiver (the "Waiver") is made and entered into as of the date signed below by the undersigned participant (the "Participant"), in consideration for being permitted to participate in personal training services provided by FitFuntion LLC (the "Trainer").

### **ASSUMPTION OF RISK**

I, the Participant, acknowledge and understand that personal training involves strenuous physical activity, including but not limited to weightlifting, cardiovascular exercises, flexibility training, and other fitness activities. I recognize that these activities carry inherent risks, including but not limited to muscle strains, sprains, fractures, cardiovascular complications, and other injuries that may arise from participation.

I voluntarily assume full responsibility for any risks, injuries, or damages that I may sustain as a result of my participation in personal training, including those resulting from my own negligence, pre-existing conditions, or unforeseen accidents.

### **WAIVER AND RELEASE OF LIABILITY**

I hereby release, discharge, and hold harmless FitFunction LLC, its trainers, employees, contractors, and affiliates from any and all claims, demands, damages, rights of action, or causes of action arising out of or related to any injury, disability, death, or property damage sustained in connection with my participation in personal training services.

I further agree that I, my heirs, assigns, or legal representatives will not make any claims against or sue FitFunction LLC for injuries or damages resulting from negligence or other acts, howsoever caused, by any employee, agent, or contractor of [Trainer/Business Name].

## **MEDICAL DECLARATION**

I affirm that I am physically capable of participating in personal training and have either consulted with a physician or assume full responsibility for any medical conditions that may affect my participation. I agree to disclose any pre-existing health conditions, injuries, or medications that may impact my ability to safely engage in training activities.

In the event of a medical emergency, I authorize FitFunction LLC to seek emergency medical treatment on my behalf and assume all financial responsibility for any costs incurred.

## **INDEMNIFICATION**

I agree to indemnify and hold harmless FitFunction LLC from any loss, liability, damage, or cost they may incur due to my participation in training services, whether caused by my own actions, negligence, or otherwise.

## **PHOTO AND VIDEO RELEASE (OPTIONAL)**

I grant FitFunction LLC permission to use photographs and/or videos of me for promotional purposes, including but not limited to social media, website content, and marketing materials. I understand that I may withdraw this consent at any time by providing written notice.

## **GOVERNING LAW**

This Waiver shall be governed by and construed in accordance with the laws of the State of Nevada. Any disputes arising out of this Waiver shall be resolved in a court of competent jurisdiction in Clark County, Nevada.

## **ACKNOWLEDGMENT AND AGREEMENT**

I acknowledge that I have read and fully understand this Waiver, and I voluntarily agree to its terms. I understand that by purchasing this program, I am waiving certain legal rights, including the right to sue.