

# Liability Waiver & Release

Required Before First Session

**Affirmations - Initial Each** I hereby release and hold Green Eye Open and Paul Gover from liability for injuries that may occur during personal training sessions. Please read carefully before signing. This waiver covers all training locations including the YMCA, client homes, and outdoor parks.

I have read this entire document and understand its contents.

I am signing this agreement voluntarily and without coercion.

## Client Information

I acknowledge the inherent risks of physical exercise and outdoor/non-facility training.

I am 18 years of age or older, or a parent/guardian is signing on my behalf (see below).

I understand this waiver does not cover gross negligence or intentional misconduct.

PHONE NUMBER

EMAIL ADDRESS

For Minors (Under 18): If the participant is under 18, a parent or legal guardian must sign below on the minor's behalf. Minor's Name:

Date of Birth: \_\_\_\_\_

## Signatures

CLIENT / GUARDIAN SIGNATURE

PRINTED NAME

DATE

TRAINER ACKNOWLEDGMENT

*This document is valid for the duration of the training relationship. Retain a copy for your records.*

I acknowledge that training may take place at various locations including the YMCA of Rock County, client homes and private residences, and outdoor parks and public spaces in and around Janesville, Wisconsin. I understand that training in non-facility environments — including uneven terrain, outdoor weather conditions, lack of emergency medical staff, and varied equipment availability — presents additional and distinct risks.

## Release of Liability (Wisconsin)

In consideration of receiving personal training services from Green Eye Open and Paul Gover, I hereby RELEASE, WAIVE, AND DISCHARGE Paul Gover, Green Eye Open, and their respective agents, employees, successors, and assigns from any and all claims, demands, actions, causes of action, damages, losses, or liabilities arising from or related to my participation in personal training or lifestyle design services, to the extent permitted by Wisconsin law.

Wisconsin Comparative Negligence Notice (Wis. Stat. § 895.045): I understand that this waiver applies to claims arising from the ordinary negligence of the Trainer. This waiver does NOT apply to claims arising from the Trainer's gross negligence, reckless conduct, or intentional acts. Wisconsin is a modified comparative negligence state; nothing in this waiver prevents a court from apportioning fault if gross negligence or intentional harm is alleged.

## Outdoor & Non-Facility Training Acknowledgment

When training occurs outdoors (parks, trails, open spaces) or at private residences, I acknowledge: (1) there is no lifeguard, emergency medical technician, or facility staff present; (2) terrain may be uneven, slippery, or otherwise hazardous; (3) weather conditions including heat, cold, precipitation, and wind create additional risk; (4) when training occurs at my home, I am responsible for ensuring the safety of the training area and notifying the Trainer of any known hazards.

## Medical Acknowledgment

I represent that I am in adequate health to participate in physical exercise. I have disclosed (or will disclose via the PAR-Q form) all known medical conditions, medications, and physical limitations that may affect my ability to safely exercise. I understand that Paul Gover is a certified personal trainer and IS NOT a physician, therapist, dietitian, or licensed healthcare provider. Nothing in our training relationship constitutes medical advice, diagnosis, or treatment.