

Assumption of Risk

I am receiving services from *The Performance Institute, Inc. (‘PI’)* at my request. In consideration of receiving health/wellness consulting/coaching/training services from a ‘PI’ health/fitness professional, and, in that process, to be advised/coached/trained in fitness, nutrition, weight management, stress management, and/or health risk management, I do hereby waive, release, and forever discharge *The Performance Institute, Inc.*, and its officers, agents, independent contractors, employees, representatives, executors, and all others from any and all responsibility or liability for injuries or damages resulting from my participation in any activities or my use of fitness equipment or any other equipment or machinery arising out of my participation in any activities under such coaching/training. I do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any health/wellness activities.

I understand that as a part of health/wellness consulting/coaching/training I may be coached to, or it may be suggested that I, participate in fitness activities, e.g., exercise, aerobic training, strength training, flexibility training, etc., that could be potentially hazardous. I also understand that such activities involve risks 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.

I do hereby further acknowledge that I have either had a physical examination and have been given a physician's permission to participate or that I have decided to participate in activity and or use of equipment and machinery without the approval of my physician and do hereby assume all responsibility and risks of injury or death from such participation and activities.

I have had an opportunity to ask questions. Any questions I have asked have been answered to my complete satisfaction. I subjectively understand the risks of my participation in this activity and program, and knowing and appreciating these risks I voluntarily choose to participate, assuming all risks of injury or even death due to my participation.

Participant

Witness

Date

Confidentiality

In order for a health/fitness professional to help you fully, it is very important that you share your appropriate confidential personal information, openly and honestly, in questionnaires, food diaries, coaching sessions, and any other communications with your health/fitness professional.

We will preserve the confidentiality of all of your communications with coaches and other ‘PI’ professionals. Only your health/fitness professional and authorized ‘PI’ personnel will have access to your personal information, including your name and email address, unless you have given us permission to release this information. Your personal information will also not be shared with your employer or healthcare provider without your permission.

Participant

Witness

Date