

Robb-Fit.com Women's Health and Fitness

Please answer the following questions honestly and completely.

1. Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor? YES/NO
2. Do you feel pain in your chest when you do physical activity? YES/NO
3. In the past month, have you had chest pain when you were not doing physical activity? YES/NO
4. Do you lose your balance because of dizziness or do you ever lose consciousness? YES/NO
5. Do you have a bone or joint problem (for example, back, knee or hip) that could be made worse by a change in your physical activity? YES/NO
6. Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure or heart condition? YES/NO
7. Are you pregnant now or likely to become pregnant in the near future? YES/NO
8. Do you know of any other reason why you should not do physical activity? YES/NO

PLEASE NOTE: If your health changes so that you then answer YES to any of the above questions, tell your fitness or health professional. Always ask whether you should change your physical activity plan. Regular physical activity is fun and healthy, and increasingly more people are starting to become more active every day. Being more active is very safe for most people. However, some people should check with their doctor before they start becoming much more physically active. If you are between the ages of 15 and 69, and answered yes to ANY of the question above, you must check with your physician before you start a fitness regimen. If you are over 69 years of age, and you are not used to being very active, you **MUST** attain a physician's approval prior to beginning a fitness regimen.

Client Name: _____

Client Signature: _____ Date: _____

2 ROBB-FIT WOMEN'S HEALTH AND FITNESS AWARENESS, DISCLOSURE, RELEASE AND AGREEMENT TO INDEMNIFY.

CONTRACT:

RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

In consideration of the Participant being permitted to engage in the activities related to Robb-Fit's Women's Health and

and Fitness activities, and to use the facilities and equipment related to such activities, I hereby agree as follows:

EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH ROBB-FIT WOMEN'S HEALTH AND FITNESS RELATED ACTIVITIES.

I, _____, do hereby affirm and acknowledge that I have been duly informed of the inherent health hazards and risks associated with activities, training, exercise and participation in such activities designed to promote women's health and fitness. Inherent health hazards and risks include but are not limited to:

1. Risks to health from exertion, including but not limited to heart attack, stroke, and complications involving pregnancy.
2. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and/or death.
3. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
4. Loss of balance, coordination, difficulty or inability to control speed and direction, rapid or uncontrolled acceleration on hills and inclines.
5. My own negligence and/or the negligence of others, including but not limited to operator error and instructor's error.
6. Exposure to the elements and temperature extremes may result in heat exhaustion, heat stroke, sunburn, and dehydration.
7. Fatigue, exhaustion, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident.

I ASSERT THAT I WILL ATTAIN A DOCTOR'S APPROVAL PRIOR TO BEGINNING A NEW HEALTH REGIMEN.

However I realize a doctor's approval does not guarantee my safety or protect me from all potential health complications and physical injuries that can occur as a result of physical exertion, exercise, and engagement in health-related activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL HEALTH COMPLICATIONS, INJURY, DISABILITY, DEATH, or loss or damage to person or property WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following names persons or entities, herein referred to as releasees: ROBB-FIT, LLC. and ALLISON ROBB.
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.
3. **By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.**
4. This Agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall remain enforceable. This agreement is subject to the Law of the State of Texas. The parties to this Contract hereby agree to submit all claims and contests arising in relation to this agreement and/or injuries related to participant's involvement in Robb-Fit programs, to be submitted mediation for resolution thereof.

Client Name: _____

Client Signature: _____ Date: _____

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, I FULLY UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/ _____
Signature of Participant Printed Name of Participant Date

For Participants under the age of 18: This is to certify that I, as parent, guardian, temporary guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs, and to all other agreements, authorizations and acknowledgments given by him/her herein, for myself, my heirs, assigns, and next of kin. All references to "I" "me" "my" or "mine" in this agreement shall mean both me and the Participant.

S/ _____
Signature of Parent/Guardian Printed Name Date

Emergency Contact Printed Name Cell Phone Number for Emergency Contact

Participants Email Address Participants Cell Phone Number

S/ _____
Signature of Manager
OR

S/ _____
Signature of Notary Public

Name of Notary Public

Date Commission Expires

SEAL