CAPITAL GAINZ FITNESS LLC.

ADULT LIABILITY WAIVER, EXPRESS RELEASE OF ORDINARY NEGLIGENCE, ASSUMPTION OF RISK, MEDICAL ACKNOWLEDGMENT, EQUIPMENT USE AGREEMENT & INDEMNIFICATION

IMPORTANT LEGAL DOCUMENT — PLEASE READ CAREFULLY BEFORE SIGNING

This Agreement affects your legal rights. By signing this Agreement, you acknowledge and voluntarily assume certain risks associated with exercise, personal training, and use of the Capital Gainz Fitness home gym and agree to release certain claims as described below.

PARTICIPANT INFORMATION

Participant Name: _____

Date of Birth: _____

Phone: _____

Address: _____

Emergency Contact: _____

Emergency Contact Phone: _____

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1. VOLUNTARY PARTICIPATION

I voluntarily choose to participate in fitness, exercise, nutrition-coaching, and related activities provided by or conducted at Capital Gainz Fitness.

Activities may include, but are not limited to:

- Personal training
- Strength and resistance training
- Cardiovascular exercise
- Functional training
- Flexibility and mobility exercises
- Balance and stability exercises
- Bodyweight exercise
- Free-weight exercise

- Machine and cable exercises
- Fitness testing and assessments
- Body-composition measurements
- Nutrition and wellness coaching
- Supervised exercise
- Authorized independent or unsupervised exercise
- Use of the Capital Gainz Fitness home gym, premises, and equipment

I understand that participation is voluntary and that I may stop an exercise at any time.

Participant Initials: _____

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2. ACKNOWLEDGMENT OF INHERENT AND OTHER RISKS

I understand that exercise and use of fitness equipment involve inherent and other risks, including risks that cannot always be predicted, controlled, or eliminated.

These risks may include, but are not limited to:

- Muscle strains, tears, soreness, or cramping
- Tendon or ligament injuries
- Joint injuries
- Back or neck injuries
- Shoulder, elbow, wrist, hip, knee, or ankle injuries
- Broken bones
- Slips, trips, or falls
- Falling weights
- Loss of balance
- Improper equipment use
- Equipment movement, breakage, or malfunction
- Pinching or crushing injuries
- Cuts, abrasions, or bruising
- Dehydration
- Heat-related illness
- Dizziness
- Fainting
- Nausea
- Abnormal blood-pressure response
- Abnormal heart rhythm
- Chest pain
- Shortness of breath
- Cardiovascular events
- Heart attack
- Stroke

- Aggravation of a previous injury
- Aggravation of an existing medical condition
- Permanent disability
- Death

I understand that injuries or medical emergencies may occur even when equipment is functioning properly, exercises are performed as instructed, and reasonable precautions are taken.

I knowingly and voluntarily assume these risks.

Participant Initials: _____

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3. EXPRESS ASSUMPTION OF RISK

I KNOWINGLY AND VOLUNTARILY ACCEPT AND ASSUME THE RISKS ASSOCIATED WITH PARTICIPATING IN EXERCISE, PERSONAL TRAINING, FITNESS ACTIVITIES, AND USING THE CAPITAL GAINZ FITNESS PREMISES AND EQUIPMENT.

This assumption of risk applies to both:

1. Activities performed while Heather Hundt or another Capital Gainz Fitness representative is supervising or instructing me; and
2. Any authorized use of the gym or equipment when I am exercising independently or without direct supervision.

I understand that exercise cannot be made completely risk-free.

Participant Initials: _____

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4. MEDICAL CONDITIONS AND HEALTH DISCLOSURE

I understand that medical conditions, medications, injuries, surgeries, treatments, and other health circumstances may affect my ability to safely participate in exercise.

I agree to disclose relevant health information that could reasonably affect my exercise participation, including, when applicable:

- Heart disease
- Cardiovascular disease
- High or low blood pressure
- Previous heart attack

- Previous stroke
- Abnormal heart rhythms
- Asthma or respiratory disease
- Diabetes
- Hypoglycemia or blood-sugar disorders
- Cancer
- Current or previous chemotherapy
- Current or previous radiation therapy
- Autoimmune diseases
- Lupus
- Rheumatoid arthritis
- Hashimoto's disease or other thyroid disorders
- Multiple sclerosis
- Neurological disorders
- Seizure disorders
- Vestibular or balance disorders
- Osteoporosis
- Osteopenia
- Arthritis
- Joint replacements
- Chronic pain
- Back or spinal disorders
- Orthopedic injuries
- Previous fractures
- Recent surgery
- Pregnancy
- Postpartum status
- Kidney disease
- Liver disease
- Blood-clotting disorders
- History of blood clots
- Anemia
- Significant allergies
- Fainting or unexplained dizziness
- Unexplained chest pain
- Unexplained shortness of breath
- Any physical limitation or medical restriction
- Any other condition that could reasonably affect safe participation in exercise

I understand that this list is not exhaustive.

I certify that I have provided accurate information regarding health conditions that may reasonably affect my ability to exercise safely.

Participant Initials: _____

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5. MEDICATIONS, INJECTIONS, SUPPLEMENTS AND MEDICAL TREATMENTS

I understand that medications, injections, medical treatments, supplements, and other substances may alter my response to exercise.

Such effects may include changes in:

- Heart rate
- Blood pressure
- Blood glucose
- Hydration
- Balance
- Coordination
- Strength
- Exercise tolerance
- Temperature regulation
- Recovery
- Alertness

I agree to disclose medications or treatments when they may reasonably affect my ability to exercise safely.

Capital Gainz Fitness does not prescribe, discontinue, alter, or manage prescription medications or medical treatment.

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6. MEDICAL PROVIDER CONSULTATION AND CLEARANCE

I understand that Capital Gainz Fitness and Heather Hundt are not substitutes for my physician or other qualified healthcare provider.

If I have a medical condition, significant injury, recent surgery, unexplained symptoms, or other circumstance for which medical consultation is appropriate, I accept responsibility for discussing exercise participation with my healthcare provider before beginning or continuing my exercise program.

When applicable to my medical circumstances, I acknowledge that I have discussed with my healthcare provider my participation in an exercise program, including appropriate exercise regimens, procedures, limitations, contraindications, precautions, and restrictions.

I agree to communicate any relevant medical restrictions or exercise limitations to Capital Gainz Fitness.

I agree to follow restrictions and precautions provided by my healthcare provider.

Capital Gainz Fitness reserves the right to require written medical clearance before beginning, resuming, or continuing training when reasonably warranted by a participant's health circumstances.

I understand that medical clearance does not guarantee that exercise will be free from injury or adverse medical events.

Participant Initials: _____

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7. CONTINUING DUTY TO REPORT HEALTH CHANGES

I understand that my responsibility to provide relevant health information continues throughout my participation with Capital Gainz Fitness.

I agree to promptly disclose relevant changes, including:

- A new diagnosis
- A new injury
- Surgery
- Hospitalization
- Pregnancy
- Significant medication or treatment changes affecting exercise
- New physician-imposed exercise restrictions
- Chest pain
- Unexplained shortness of breath
- Fainting
- Significant dizziness
- New numbness or weakness
- Significant balance problems
- Significant unexplained pain
- Any material change affecting my ability to exercise safely

I understand that Capital Gainz Fitness may modify, postpone, suspend, or discontinue an exercise session or program when safety concerns arise.

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8. PARTICIPANT RESPONSIBILITY DURING EXERCISE

I agree to communicate honestly regarding my physical condition.

I will immediately report symptoms including:

- Pain
- Chest discomfort
- Dizziness
- Faintness
- Abnormal shortness of breath
- Nausea
- Weakness
- Numbness
- Loss of balance
- Unusual fatigue
- Any other concerning symptom

I understand that I should stop exercising and notify my trainer when I experience symptoms that may indicate continuing would be unsafe.

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9. SCOPE OF SERVICES

I understand that Capital Gainz Fitness provides fitness training, exercise programming, and nutrition/wellness coaching within the applicable scope of those services.

These services do not constitute medical diagnosis or medical treatment and are not substitutes for services that legally or appropriately require a physician, registered dietitian, physical therapist, or other licensed healthcare professional.

I understand that recommendations may need to be modified based upon my individual health circumstances.

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10. HOME GYM AND PREMISES ACKNOWLEDGMENT

I understand that Capital Gainz Fitness operates from a private residential/home-gym environment.

I voluntarily enter and use the property for fitness-related purposes.

I understand that a home-gym environment may contain risks associated with both fitness activities and ordinary residential premises, including:

- Steps
- Flooring transitions
- Uneven or wet surfaces
- Exercise equipment
- Free weights
- Weight plates
- Benches
- Cables
- Machines
- Resistance bands
- Platforms
- Cardio equipment
- Mats
- Furniture
- Driveways
- Walkways
- Parking areas
- Other persons on the premises
- Other ordinary residential conditions

I agree to exercise reasonable care while entering, leaving, and using the premises and to promptly report any condition I believe is unsafe.

Participant Initials: _____

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11. EQUIPMENT USE

I understand that fitness equipment can cause serious injury if improperly used.

I agree to:

- Use equipment only for its intended purpose
- Follow safety instructions
- Use appropriate resistance and weight
- Properly secure weights and attachments
- Use safety mechanisms when appropriate
- Avoid equipment I do not understand how to use
- Report damaged or malfunctioning equipment
- Avoid using equipment that appears unsafe
- Re-rack weights when finished
- Maintain reasonable awareness of other persons and objects around me

I accept responsibility for following instructions regarding proper equipment use.

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12. AUTHORIZED INDEPENDENT OR UNSUPERVISED GYM USE

If Capital Gainz Fitness permits me to use the gym or equipment without direct supervision, I understand that:

- No trainer may be watching or assisting me.
- I am responsible for selecting exercises appropriate to my abilities.
- I am responsible for selecting appropriate resistance and weight.
- I must use equipment only in ways I know how to perform safely.
- I should not attempt unfamiliar exercises or equipment without instruction.
- I am responsible for stopping exercise if I experience concerning symptoms.
- Immediate assistance may not be available if an injury or medical emergency occurs.

I voluntarily assume the risks associated with authorized independent and unsupervised exercise.

Participant Initials: _____

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13. EXPRESS RELEASE OF ORDINARY NEGLIGENCE

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS.

TO THE FULLEST EXTENT PERMITTED BY FLORIDA LAW, I VOLUNTARILY RELEASE, WAIVE, AND DISCHARGE CAPITAL GAINZ FITNESS AND HEATHER HUNDT, TOGETHER WITH THEIR EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS, AND OWNERS/OCCUPANTS OF THE PROPERTY, FROM CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE, OR DEATH ARISING FROM THE ACTIVITIES, PREMISES, OR EQUIPMENT COVERED BY THIS AGREEMENT, INCLUDING CLAIMS ARISING FROM THE **ORDINARY NEGLIGENCE OF CAPITAL GAINZ FITNESS, HEATHER HUNDT, OR THE OTHER RELEASED PARTIES**, TO THE EXTENT SUCH CLAIMS MAY LAWFULLY BE RELEASED IN ADVANCE UNDER FLORIDA LAW.

I UNDERSTAND THAT THIS MEANS I AM AGREEING TO GIVE UP CERTAIN RIGHTS TO BRING A CLAIM FOR DAMAGES EVEN WHEN AN INJURY IS ALLEGED TO HAVE RESULTED FROM THE ORDINARY NEGLIGENCE OF A RELEASED PARTY.

THIS RELEASE APPLIES TO BOTH SUPERVISED PERSONAL TRAINING AND AUTHORIZED INDEPENDENT OR UNSUPERVISED USE OF THE CAPITAL GAINZ FITNESS FACILITY AND EQUIPMENT.

THIS AGREEMENT DOES NOT PURPORT TO RELEASE LIABILITY THAT CANNOT LAWFULLY BE WAIVED OR RELEASED UNDER FLORIDA LAW.

I HAVE READ AND UNDERSTAND THIS RELEASE OF ORDINARY NEGLIGENCE.

Participant Initials: _____

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14. MEDICAL NONDISCLOSURE

I understand that Capital Gainz Fitness relies upon information I provide regarding my health, medical conditions, injuries, symptoms, restrictions, and limitations.

I accept responsibility for providing truthful and reasonably complete information.

I understand that withholding relevant medical information or failing to communicate healthcare-provider restrictions may increase my risk of injury or medical complications.

I accept responsibility for injuries or complications caused or materially contributed to by my failure to disclose relevant information, to the extent permitted by law.

Participant Initials: _____

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15. EMERGENCY MEDICAL ASSISTANCE

If I become injured or experience a medical emergency while participating in activities at Capital Gainz Fitness, I authorize Capital Gainz Fitness to contact 911 or other appropriate emergency medical services when reasonably believed necessary.

I understand that Capital Gainz Fitness cannot guarantee the availability, response time, treatment, or outcome of emergency medical care.

I accept responsibility for medical, ambulance, hospital, and other healthcare expenses incurred on my behalf, subject to applicable law and insurance coverage.

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16. PERSONAL PROPERTY

I am responsible for safeguarding my personal property.

To the fullest extent permitted by law, Capital Gainz Fitness is not responsible for lost, stolen, misplaced, or damaged personal belongings.

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17. PROPERTY DAMAGE

I agree to exercise reasonable care when using Capital Gainz Fitness property and equipment.

I may be held financially responsible for damage caused by my intentional misconduct or negligent misuse of equipment or property.

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18. IMPAIRMENT AND SAFE PARTICIPATION

I agree not to participate in exercise or use gym equipment while impaired in a manner that makes exercise unsafe, including impairment caused by alcohol, recreational drugs, medications, illness, or other substances or conditions.

I agree to inform my trainer when I believe medication, illness, or another condition may impair my ability to safely exercise.

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19. FACILITY RULES

I agree to comply with Capital Gainz Fitness facility and safety rules.

Capital Gainz Fitness reserves the right to:

- Stop an exercise
- Modify an exercise
- Terminate a session
- Restrict equipment use
- Require medical clearance
- Temporarily suspend training
- Refuse independent gym use

when reasonably necessary for safety.

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20. INDEMNIFICATION

To the fullest extent permitted by Florida law, I agree to indemnify and hold harmless Capital Gainz Fitness and Heather Hundt against third-party claims, losses, damages, or reasonable legal expenses arising from my intentional misconduct, negligent misuse of equipment, unauthorized activity, or violation of facility rules.

This indemnification provision is not intended to require me to indemnify a released party for matters that cannot lawfully be indemnified under Florida law.

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21. PHOTO AND VIDEO AUTHORIZATION — OPTIONAL

My decision regarding photography or video does not affect my eligibility for training.

Please select one:

☐ **YES** — I authorize Capital Gainz Fitness to photograph and/or record me and use those photographs or recordings for business, educational, website, advertising, promotional, and social-media purposes.

☐ **NO** — I do not authorize promotional use of photographs or videos depicting me.

Participant Initials: _____

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22. NO GUARANTEE OF RESULTS

I understand that Capital Gainz Fitness does not guarantee specific results, including:

- Weight loss
- Fat loss
- Muscle gain
- Strength gain
- Changes in body composition
- Athletic performance
- Pain reduction
- Improvement of a medical condition

Individual results depend upon numerous factors, including adherence, nutrition, sleep, recovery, medical status, genetics, lifestyle, and exercise participation.

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23. ATTORNEYS' FEES AND COSTS

To the fullest extent permitted by Florida law, in any action or proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and taxable costs, including reasonable attorneys' fees and costs incurred at the trial and appellate levels and in any proceeding to enforce a judgment, in addition to any other relief to which the prevailing party may be entitled.

24. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

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25. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

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25. ENTIRE AGREEMENT REGARDING RISK AND RELEASE

I acknowledge that I have not relied upon any oral statement or representation that contradicts the risk-assumption or liability-release provisions contained in this Agreement.

Any modification of this Agreement must be made in writing.

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27. PARTICIPANT ACKNOWLEDGMENT

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE AGREEMENT AND UNDERSTAND ITS TERMS.

I specifically acknowledge that:

- Exercise involves inherent and other risks.
- Serious injury, permanent disability, or death is possible.
- I voluntarily choose to participate.
- I am responsible for disclosing relevant medical conditions and restrictions.
- I am responsible for obtaining appropriate medical consultation or clearance when warranted.
- I must communicate healthcare-provider exercise restrictions to Capital Gainz Fitness.
- I must report significant changes in my health.
- Independent use of the gym creates additional risks because a trainer may not be present.
- I have expressly agreed to the release of claims arising from **ordinary negligence** as stated in Section 13.
- I understand that this Agreement affects certain legal rights.
- I have had the opportunity to ask questions before signing.
- I am signing voluntarily and without coercion.

PARTICIPANT

Printed Name: _____

Signature: _____

Date: _____

CAPITAL GAINZ FITNESS

Representative: Heather Hundt

Signature: _____

Date: _____

FINAL CONFIRMATION OF LIABILITY RELEASE

I specifically confirm that I have read **Section 13 — Express Release of Ordinary Negligence** and understand that I am agreeing to release certain claims, including claims arising from the ordinary negligence of Capital Gainz Fitness and Heather Hundt, to the fullest extent permitted by Florida law.

Participant Printed Name: _____

Participant Initials: _____

Participant Signature: _____

Date: _____