



Agreement, Release, and Waiver of Liability for Clients and Minors*

1. In addition to the payment of any fee or charge, and in further consideration of gaining membership or being allowed to participate in the activities and programs of Scott Samuels or PUSHDT, and in order to use the facilities and attend classes, I do hereby for myself, my heirs, executors, administrators and assign, waive, release, and forever discharge Scott Samuels and PUSHDT and its officers, agents, employees, representatives, executors, and all others from any and all responsibilities or liability for injuries or damages resulting from my participation in any activities or my use of equipment or machinery in the above-mentioned facilities or arising out of my participation in any activities at said facility. 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 activities of Scott Samuels or PUSHDT or the use of any equipment of Scott Samuels or PUSHDT. (Please Initial _____)

2. I understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment, are a potentially hazardous activity. I also understand that fitness activities involve a risk up to and including 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 risk of injury and/or death. (Please Initial _____)

3. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and programs of Scott Samuels or PUSHDT or use of equipment or machinery except as hereinafter stated. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, and use of exercise and training equipment so that I might have recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given my 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 for my participation and activities, and utilization of equipment and machinery in my activities. (Please Initial _____)

4. I absolve, indemnify, defend and hold harmless Scott Samuels and PUSHDT from any breach of these representations. (Please Initial _____)

5. I hereby consent to and permit emergency treatment in the event of illness or injury while participating in the activities and programs with Scott Samuels and PUSHDT. (Please Initial _____)

6. **Likeness Release and Waiver.** I hereby grant to Scott Samuels and PUSHDT the absolute and irrevocable right and unrestricted permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of Scott Samuels or PUSHDT. I agree that Scott Samuels and PUSHDT have complete ownership of such material and can use said material for any purpose consistent with Scott Samuels' or PUSHDT's business purpose. These uses include, but are not limited to, videos, publications, advertisements, news releases, web sites, social media sites or posts, and any promotional or educational materials in any medium ("uses"). I acknowledge that I will not receive any compensation for these uses. I hereby release and discharge Scott Samuels and PUSHDT, and its officers, agents, employees, representatives, executors, and all others from any and all claims and demands arising out of or in connection with the use of my name, likeness, image, voice and/or appearance, including any and all claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation. (Please Initial _____)

This release shall be binding upon me, my heirs, legal representatives, and assigns. This agreement is being made and entered into under the laws of the State of California and shall be governed and interpreted in accordance with the laws of said state. This agreement embodies the entire agreement of the parties. No modification of this agreement shall be of any effect unless it is made in writing and signed by all of the parties to the agreement.

I have read and do understand the above provisions and agree to be bound by them, as indicated by my signature below.

INFORMATION IN BOLD PRINT IS REQUIRED (*For Any Person Under 18, Legal Guardian Must Sign)

Name:	Legal Guardian Name:
*Signature:	Legal Guardian Signature:
Date:	Email: