

# Informed Consent and Release of Liability

## ***Informed Consent***

I acknowledge that I have read and understand the information regarding the You Build You appointment on the reverse side of this form. I understand that as a participant who is to be screened and given an exercise program at Beacon Health & Fitness, I will be asked to participate in an assessment designed to measure: flexibility, aerobic capacity, body composition, muscular strength, muscular endurance, blood pressure, heart rate and cholesterol. I understand that results do not necessarily reflect that I am: unfit, fit or can benefit from exercise. A physician should make that judgment with extensive physical testing and other physical exams. I understand that the assessment will be conducted by or under the supervision of a degreed professional representing Beacon Health & Fitness.

I am aware that the purpose of the You Build You appointment is to provide baseline information on current physical conditions and to design a personalized fitness program. I understand that the You Build You appointment is not intended to replace a medical screening that I may require, and that Beacon Health & Fitness has concluded would be medically appropriate for me. I understand that it is my responsibility to consult my physician regarding my physical activity participation.

I understand that the Beacon Health & Fitness staff will question me in regard to my health status, and I agree to provide all information relating to physical or medical conditions, medications and treatments before participating in the You Build You appointment certify that all of the information that I will provide the fitness staff is, to the best of my knowledge, complete and accurate. In the future, should my health status change, I agree to inform Beacon Health & Fitness.

The information obtained during the You Build You appointment will be kept confidential. The information gathered will not be released or revealed without prior written consent, with the exception of authorized personal at the fitness center, the referring physician or as may be required by law. If I should become ill or injured and required emergency medical assistance, I authorize the disclosure of my health information on file to be attending emergency medical assistance personnel.

I understand that with participating in any physical activity, there are possibilities of injury or other complications, including and not limited to cardiovascular trauma, heart attack, musculoskeletal and/or orthopedic injuries and even death. I agree to submit to the assessment and to assume all risks associated with my participation in fitness programs and with my use of the facilities and equipment made available to me. I understand and acknowledge that it is my responsibility to exercise prudently and not to exceed the guidelines established for me on my exercise program and in other program materials.

I understand that the use of Beacon Health & Fitness, its facilities and equipment, and participation in health and fitness program activates is strictly voluntary and not a requirement. I further understand that Beacon Health & Fitness may revoke my privileges to use the facilities at any time at its sole discretion. I agree to be bound by and obey the by-laws and policies and procedures of the facility in my use of the facilities, equipment and participation in the health and fitness programs.

## ***Release of Liability***

In consideration of being allowed to use the Beacon Health & Fitness facilities and equipment being assessed and given an exercise program and being allowed to participate in health and fitness programs, I hereby release, defend, and indemnify and hold harmless Beacon Health & Fitness and their directors, office employees, agents, successors and assigns from any and all claims, demands actions or causes of action whatsoever, and from any and all liability from any loss or damaged property or personal injury of any kind, including death, that may arise or be sustained by me, during or related to my participation in the You Build You appointment and use or intended use of the facilities or equipment. This release shall be binding upon my heirs administrators, executors and assigns.

*(Continued on back page)*

I represent that I have read and understand the Informed Consent and Release of Liability and acknowledge that this release is being relied on by Beacon Health & Fitness in permitting me to use the facilities and programs. I understand that at any time I may review this Informed Consent and Release of Liability by requesting a copy from the Business Services Manager.

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**Participant Signature**

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**Witness Signature**

\_\_\_\_\_  
**Participant Name (please print)**

\_\_\_\_\_  
**Witness Name (please print)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Time**

\_\_\_\_\_  
**Time**

***A word about the You Build You Appointment***

The You Build You appointment involves assessing your fitness level and developing a fitness program. Please do not ask the fitness staff what the medical implications of the assessment are for you as an individual. The fitness staff is trained in the fields of health, fitness and wellness and are neither trained nor qualified to either diagnose or prescribe treatment for medical conditions. Should you need or desire medical attention, please consult your physician.

