

**CITY OF BREA
BREA COMMUNITY CENTER**



**Personal Training and Exercise Program
Disclosure (Minor)
Waiver, Release and Indemnity**

Minor Participant's Name ("Participant" or "minor child") _____ Birth Date _____

Parent's or Legal Guardian's Name ("Parent") _____

Address _____

City _____ State CA Zip _____

Exercise Objectives: The purpose of an exercise program utilizing personal training or Pilates reformer is to develop and maintain cardio respiratory (aerobic) fitness, muscular strength and endurance, body composition, and flexibility. These activities follow industry standards and should be conducted under the supervision of a trainer or instructor having at least a national certification.

Procedures: A structured exercise program based on individual needs (obtained fitness assessment information), interests, and/or physician's recommendations will be given to each participant. Exercises may include aerobic activities (treadmill walking/running, cycling, rowing machine exercise, group aerobic activity, swimming, and other such activities), calisthenics, and weight lifting to improve a warm-up, exercise at target heart rate, and cool-down components, while recognizing The American College of Sports Medicine's recommendations.

Potential Risks: All exercise programs/testing are designed to gradually increase workload on the cardio-respiratory and musculoskeletal systems in order to effect improvements. The body's reaction to gradually increasing exercise activities cannot be predicted with complete accuracy. Unusual changes during or following an exercise session may occur. These may include muscular or joint injury, abnormal blood pressure, delayed onset of muscle soreness (DOMS), fainting, disorders of heartbeat, and/or very rare instances of heart attack or death.

Potential Benefits: Benefits obtained from personal training and a structured and regularly employed exercise program might include a more efficient cardio respiratory system, an improved musculoskeletal system, a decrease in body fat, a decrease in blood fats, an improvement in psychological function, and a decrease in the risk of heart and other diseases.

Supervision: The Participant's trainer or instructor is not responsible for supervising the Participant except when the trainer is instructing the Participant during a scheduled training

session.

Confidentiality: Unless otherwise required by law, all personal Participant exercise program information will be treated as confidential and will not be revealed to any person (other than the trainer involved in the Participant's exercise program) without express written consent. Obtained information, however, may be used for statistical or scientific purposes with right to privacy retained. Notwithstanding the foregoing, by signing this form Parent authorizes the City to create and use any photograph, video or other image taken of their minor child while utilizing the Brea Community Center exercise facilities, for any City purpose, and without compensation.

Parent truthfully represents as follows: I have read the foregoing and I understand the objectives, procedures, potential risks and benefits, supervision issues, and confidentiality involved and have explained the same to my minor child. Unless otherwise indicated in writing and submitted to the City with this form, I certify that to the best of my knowledge my minor child is in good health and has no medical or other physical condition that could jeopardize his/her health or limit/prohibit his/her participation in a structured exercise program. I understand that if there are any questions about the procedures or methods used during an exercise session, my minor child should ask the trainer. I realize that injury may result from improper exercise techniques or misuse of exercise facilities or equipment. I have instructed my minor child to be attentive to all instructions given to him/her and to exercise and use facilities and equipment as instructed. On behalf of my minor child, I assume responsibility for my minor child monitoring his/her own condition throughout the exercise program and should any unusual symptom(s) or discomfort occur, I have instructed my minor child to cease participation and inform the trainer. I shall also notify the trainer in writing of any changes in my minor child's medical status. I hereby authorize the City to render emergency medical care to my minor child if deemed necessary, and I agree to pay all costs thereof.

Waiver, Release, Assumption of Risk, and Agreement to Indemnify

On behalf of my minor child, I understand that participation in recreational activities offered by the City of Brea ("City"), including personal training, exercise and other physical activities at the Brea Community Center as described above, and any required transportation to participate in such activities ("the Activities"), is not without risk and that my minor child may suffer serious or fatal illness or injuries as a result. With full knowledge of such risks, and in consideration of my minor child being permitted to participate in the Activities, on behalf of my minor child I hereby assume all such risks, known and unknown, and waive, release and hold the City and its officials, employees, contractors and volunteers ("Released Parties") free and harmless with respect to any and all claims and liabilities for bodily injury, illness, or death arising out of my minor child's participation in the Activities, even if caused by the passive or active negligence of any of the Released Parties, to the fullest extent allowed by law. I further agree to indemnify, defend and hold harmless the Released Parties, with respect to any and all claims and liabilities for bodily injury, illness or death suffered by my minor child or any other person, in any way arising out of my minor child's participation in the Activities, to the fullest extent allowed by law. **I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP IMPORTANT LEGAL RIGHTS WHICH I AND MY MINOR CHILD MAY OTHERWISE POSSESS.**

Printed Name _____

Signature _____ Date _____

Parent/Guardian Signature _____ Date _____