



Client/Personal Agreement with Consultant, Alternating Diet & Fitness

This agreement ensures that the role of the consultant, Alternating Diet and Fitness, to client and client to consultant is clearly appreciated and understood. When you sign up as a member you are releasing Alternating Diet & Fitness from liability as a consultant to your diet and fitness needs.

Client Responsibilities:

1. A credit card must be supplied for a subscription on the alternatingdietandfitness.com website for specific plans that interest the client.
2. The charge for the subscription is updated on the alternatingdietandfitness.com website.
3. The time of the session is to be submitted on the alternatingdietandfitness.com website calendar.
4. It is recommended that you review all of your health issues and the alternatingdietandfitness.com plan/subscription with your Dr.
5. If you have any questions, feel free to contact Alternating Diet and Fitness at 317.379.4794.

Consultant Responsibilities:

1. Alternating Diet and Fitness provides clients with a subscription/subscriptions plan/plans on the alternatingdietandfitness.com website. as a consultant to help clients achieve their diet and fitness goals.
2. The Alternating Diet and Fitness website has plans that are designed to be safe, and effective plans that reflects the client's objectives based on the Alternating Diet and Fitness platform.
3. [Alternatingdietandfitness.com](http://alternatingdietandfitness.com) will maintain an open line of communication throughout the course of service as an online personal trainer if the client needs that service and can be purchased with the personal trainer subscription.
4. If there is a problem with a Alternating Diet & Fitness service, please email adfmanagement@alternatingdietandfitness.com and detail your complaint. Alternating Diet and Fitness will try to make it right.

Informed Consent & Assumption of Risk

I, the client, being aware of my own health and physical condition, and having knowledge that my participation in the Alternating Diet and Fitness Plans may cause injury, am voluntarily choosing to participate in one or more plans. There are always certain risks associated with any diet and fitness activity. I understand these risks and declare myself physically sound and capable of participating in the plan of my choosing offered through alternatingdietandfitness.com

The Alternating Diet and Fitness plans are designed to guide me, safely and effectively, through an appropriate individualized diet and fitness/exercise regime. Alternating Diet and Fitness recommends the completion of a health history record and possibly a doctor's note and an initial consultation by a doctor. The client chooses a plan that focuses on meeting the client's diet and fitness goals. I realize, as the client, that I have the option to discontinue any activity upon my own discretion. I also realize that all information obtained about myself through the plan/plans will be kept in strict confidence within the Alternating Diet and Fitness Team.

In making this activity available for your participation, Alternating Diet and Fitness assumes no liability or responsibility for **injury**. The responsibility is assumed entirely by the participant/client. Participants/Clients should have adequate personal insurance coverage and per the Alternating Diet and Fitness program, always error on the side of caution and safety. A core principle of the Alternating Diet and Fitness program is to avoid injury so clients can continue to progress. Injuries slow down and sometimes can impede progress which is against the core principle Alternating Diet and Fitness implements. Alternating Diet and Fitness recommends the client review the Alternating Diet and Fitness plan with their doctor for approval.

WAIVER AND INDEMNITY

In consideration of services or property provided, I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge and covenant not to sue Alternating Diet and Fitness and their respective board members, trustees, faculty, instructors, officers, agents, advisors, employees, affiliates, members, volunteers, staff, heirs, assigns, and representatives, (collectively, the “Releasees”) from any and all claims including, not by way of limitation, any claims arising from negligence of Releasees or any of them resulting in personal injury, accidents or illnesses (including death) and/or property loss arising from or relating in any way to participation in the Alternating Diet and Fitness plan/plans.

I agree to indemnify and hold Alternating Diet and Fitness harmless Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys fees, and to reimburse Releasees for any such expense incurred in connection with or as a result of (1)(a) Participant’s/Client’s participation in the Activity or (b) travel associated with the Activity or (2) arising in connection with or as a result of any attempt by anyone, including, not by way of limitation, Participation or anyone claiming on Participant’s/Client’s behalf, to avoid the terms of this document which I freely agree and submit approval.

I have read this document in its entirety, fully understand its terms, and understand that I am giving up substantial rights – including my right to sue. I know, understand and appreciate these and other risks that are inherent in the Activity and or Training or following the Alternating Diet and Fitness plan/plans. I expressly agree and assert that participation in the Personal Training Activity/Training is voluntary, and I knowingly assume all such risks and elect to proceed with participation despite all the risks. I acknowledge that I am submitting approval of this document freely and voluntarily and intend, by my approval, the complete and unconditional release of all liability to the greatest extent allowed by law for Alternating Diet and Fitness.

“Having such knowledge, I do hereby release Alternating Diet and Fitness, and all representatives of all liability related to injuries or accidents to myself which may occur as a result of participation in the Personal Training Program. I hereby assume all risks connected therewith and consent to participate in the Alternating Diet and Fitness Plan/Plans.”

Approval of typed Name and agreement in the Alternating Diet and Fitness Sign Up section in the Sign-Up online submission on the alternatingdietandfitness.com website.