

## No More Excuses Personal Training, Inc. Terms and Agreement

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF OUR WEBSITE, APPS AND OUR FEE-BASED PRODUCTS AND OFFERINGS CAREFULLY

I \_\_\_\_\_ hereby acknowledge and agree to the following:

Fitness Trainer: LAURA Howell

This is an important legal document. It explains the risks you are assuming by participation in any No More Excuses Personal Training, Inc. exercise and/or nutrition program. It is critical that you read and understand it completely.

DISCLAIMER: You should always consult with your Doctor before beginning any type of exercise or physical activity.

DISCLAIMER: Do NOT share passwords or any media from this website or any No More Excuses Personal Training, Inc. exercise program. Doing so is theft and will be treated as such including removal from program with no refund.

### About Refunds

Please choose carefully. We do not give refunds for ebooks, books or products downloaded or posted from the website. If you purchase an ebook or video, it is your responsibility to install the product into your ebook reader, video player or access it from the [nmefitnesstraining.com](http://nmefitnesstraining.com) domain. If you are not able to do this, its recommended you seek assistance from a friend or computer specialist. Refunds are not given if you are not able to install the product.

I certify and represent that I am over the age of eighteen (18), have read the foregoing and fully understand the meaning and effect thereof, and, with the intent of being legally bound, use this and any site created by No More Excuses Personal Training, Inc. in agreement to these terms and agreements listed below.

1. I am aware that there are potentially significant risks involved with my participation in any physical activity or fitness program, including the coaching. I understand that these risks include, but are not limited to, musculoskeletal injury, heart problems, shortness of breath, dizziness, exhaustion, dehydration, and even death, and I knowingly and freely accept these risks. I understand that the No More Excuses Personal Training, Inc. recommends that I consult with a physician before commencing any exercise or new nutrition program and I have been given the opportunity to do so prior to participating in the program. If I have chosen not to consult a physician prior to starting the program, I fully accept the risks involved in this decision. At no time has a physician or any other person advised me that I should not participate in physical activity.

2. I hereby affirm that, to the best of my knowledge, I am in good physical condition and do not suffer from any mental or physical disability or condition that would prevent or limit my participation in the purchased workout program and have not withheld any related information from No More Excuses Personal Training, Inc.
3. I acknowledge that if my health changes, it is my responsibility to recognize the change and seek medical advice.
4. I understand that should I feel light headed, faint, dizzy, and nauseated or experience pain/discomfort that I am to stop the activity. I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during the fitness program.
5. I acknowledge and understand that the results of any fitness program or nutrition plan cannot be guaranteed and no warranties have been made regarding the results I will achieve from the program. I understand that results do vary by individual.
6. I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in any fitness or nutrition program offered from No More Excuses Personal Training, Inc.
7. I knowingly, voluntarily, and expressly waive any claim I may have against the No More Excuses Personal Training, Inc. for any injury or damages that I may sustain as a result of participating in the fitness and nutrition programs.
8. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby irrevocably and unconditionally release and forever discharge the and its affiliates, successors, assigns, shareholders, officers, directors, employees, personal trainers and legal representatives from all manner of actions, causes of action, suits, demands, debts, accounts, covenants, contracts, and damages which may be suffered by me, now or in the future, in connection with my participation in this program.
9. I hereby agree to hold harmless No More Excuses Personal Training, Inc. its respective representatives, executors, agents, and assigns from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or connected to my participation in the program, or any and all acts or omissions, including negligence by the owner of No More Excuses Personal Training, Inc., Laura Howell.
10. I acknowledge that the trainer is not a physician, and is not trained in any way to provide medical diagnosis, medical treatment, psychotherapy, or any other type of medical advice.

11. I acknowledge that the trainer may suggest exercise as part of the client's fitness program/lifestyle management. I (client) further understand that swimming, cycling, in-line skating, triathlon, skiing, weight training, aerobic classes, martial arts, kick boxing, kung-fu, and any other related sports are an extreme test of one's mental and physical limits, and carry with it the potential for damage or loss of property, serious injury and death. That the client assumes the risks of participating in these types of events/activities, that they are fit, and they have a regular medical physician they can contact regarding any medical problems they may develop. The client expressly waive, release, discharge, and agree not to sue the trainer or company for any liability of death, disability, personal injury, or action of any kind regarding the participation in the fitness programs, the said sporting events and/or training for said sporting/fitness activities.
12. I understand that Laura Howell owner of No More Excuses Personal Training, Inc. does not claim to be any form of medical professional or provider of medical intervention.
13. I agree to indemnify Laura Howell owner of No More Excuses Personal Training, Inc. from and against all claims, damages or expenses resulting from any breach of the above-stated representations and warranties.
- 14.

#### **DISCLAIMER OF WARRANTIES PURCHASED, DOWNLOADED AND THIRD PARTIES LINKED SITES**

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We disclaim any and all responsibility or liability for the accuracy, content, completeness, legality, or operability or availability of information or material displayed in the services results. We disclaim any responsibility for the deletion, failure to store, misdelivery, or ultimately delivery of any information or material offered by the [nmefitnesstraining.com](http://nmefitnesstraining.com) domain and/including No More Excuses Personal training, Inc. In addition, we disclaim any responsibility for any harm resulting from downloading or accessing any information or material on the Internet.

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