

Informed Consent and Liability Waiver for Participation in a Personal Fitness Training Program for Apparently Healthy Older Adults

Name _____

1. Purpose and explanation of procedure

I hereby consent to voluntarily engage in an acceptable plan of personal fitness training. I also give consent to be placed in personal fitness training program activities that are recommended to me for improvement of my general health and well-being. These may include nutrition education, stress management, and health/fitness education activities. The levels of exercise I perform will be based upon my cardiorespiratory (heart and lungs) and muscular fitness. I understand that I may be required to undergo a graded exercise test as well as other fitness tests prior to the start of my personal fitness training program in order to evaluate and assess my present level of fitness. I will be given exact personal instructions regarding the amount and kind of exercise I should do. I agree to participate 2-3 times per week in the formal program sessions. Professionally trained personal fitness trainers will provide leadership to direct my activities monitor my performance, and otherwise evaluate my effort. Depending upon my health status, I may or may not be required to have my blood pressure and heart rate evaluated during these sessions to regulate my exercise within desired limits. I understand that I am expected to attend every session and to follow staff instructions with regard to exercise, diet, stress management, and other health/fitness-related programs. If I am taking prescribed medications, I have already so informed the program staff and further agree to so inform them promptly of any changes my doctor or I make with regard to use of these. I will be given the opportunity for periodic assessment and evaluation at regular intervals after the start of my program.

I have been informed that during my participation in this personal fitness training program, I will be asked to complete the physical activities unless symptoms such as fatigue, shortness of breath, chest discomfort, or similar occurrences appear. At that point I have been advised that it is my complete right to decrease or stop exercise and that it is my obligation to inform the personal fitness training program personnel of my symptoms. I hereby state that I have been so advised and agree to inform the personal fitness training program personnel of my symptoms, should any develop.

I understand that while I exercise, a personal fitness trainer will periodically monitor my performance and perhaps measure my pulse and blood pressure or assess my feelings of effort for the purposes of monitoring my progress. I also understand that the personal fitness trainer may reduce or stop my exercise program when any of these findings so indicate that this should be done for my safety and benefit.

I also understand that during the performance of my personal fitness training program, physical touching and positioning of my body may be necessary to assess my muscular and bodily reactions to specific exercises, as well as ensure that I am using proper technique and body alignment. I expressly consent to the physical contact for these reasons.

2. Risks

I understand and have been informed that there exists the remote possibility of adverse changes occurring during exercise including, but not limited to, abnormal blood pressure, fainting, dizziness, disorders of heart rhythm, and very rare instances of heart attack, stroke, or even death. I further understand and have been informed that there exists the risk of bodily injury including, but not limited to, injuries to the muscles, ligaments, tendons, and joints of the body. I have been told that every effort will be made to minimize these occurrences by proper staff assessments of my condition before each exercise session, by staff supervision during exercise, and by my own careful control of exercise efforts. I fully understand the risks associated with exercise, including the risk of bodily injury, heart attack, stroke, or even death, but knowing these risks, it is my desire to participate as herein indicated.

3. Benefits to be expected and available alternatives to exercise

I understand that this program may or may not benefit my physical fitness or general health. I recognize that involvement in the exercise sessions and personal fitness training sessions will allow me to learn proper ways to perform conditioning exercises, use fitness equipment, and regulate physical effort. These experiences should benefit me by indicating how my physical limitations may affect my ability to perform various physical activities. I further understand that if I closely follow the program’s instructions, I will likely improve my exercise capacity and fitness level after a period of 3 to 6 months.

4. Confidentiality and use of information

I have been informed that the information obtained in this personal fitness training program will be treated as privileged and confidential and will consequently not be released or revealed to any person without my express written consent or as may be required by law or court order. I do, however, agree to the use of any information that is not personally identifiable with me for research and statistical purposes so long as same does not identify me or provide facts that could lead to my identification. I also agree to the use of any information for the purpose of consultation with other health/fitness professionals, including my doctor. Any other information obtained, however, will be used by the program staff in the course of prescribing exercise for me and evaluating my progress in the program.

5. Inquiries and freedom of consent

I have been given an opportunity to ask certain questions as to the procedures of this program. Generally, these requests have been noted by the interviewing staff with his/her responses as follows:

I further understand that there are also other remote risks that may be associated with this personal fitness training program. Despite the fact that a complete accounting of all these remote risks has not been provided to me, it is still my desire to participate.

I acknowledge that I have read this document in its entirety or that it has been read to me if I have been unable to read same.

I expressly consent to the rendition of all services and procedures as explained herein by all program personnel.

Date _____

Client's signature

Witness _____
UNCG HOPE staff member

Agreement and Release of Liability

In consideration of being allowed to participate in the activities and programs of the Exercise and Sport Science Department at UNCG and to use its facilities, equipment, and machinery, I do hereby waive, release, and forever discharge UNCG 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 any use of equipment 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 me, 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 UNCG or the use of any equipment at UNCG.

Please Sign: _____

Witness: _____