

# Body Designs West, Inc.

10542 Pico Blvd. ~ Los Angeles, Ca 90064 ~ 310-838-9991

## INDEPENDENT CONTRACTOR RELEASE WAIVER OF LIABILITY

I, \_\_\_\_\_, hereby agree to and initial the following:

1. That I am working as an Independent Contractor at Body Designs West, Inc. (hereinafter referred to as BDW). I recognize that fitness programs require physical exertion which may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved. \_\_\_\_\_ (initial)
2. I represent and warrant that I am physically fit and I have no medical condition which would prevent my ability to perform any and all duties required of me. \_\_\_\_\_ (initial)
3. In consideration of being permitted to work as an Independent Contractor, 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 the program. If, however, I observe any unusual significant hazard during my participation, I will remove myself from participation and bring such to the attention of management. \_\_\_\_\_ (initial)
4. In further consideration of being permitted to work as an Independent Contractor, I knowingly, voluntarily, and expressly waive any claim I may have against BDW, Bill Belott, Zabrodan Properties, LLC., Lance A. Fessler (building owner), or any trainer, for injury or damages that I may sustain as a result of working at this facility. \_\_\_\_\_ (initial)
5. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue BDW, Bill Belott, Zabrodan Properties, LLC., Lance A. Fessler (building owner), or any trainer, for any injury or death caused by their negligence or other acts. \_\_\_\_\_ (initial)
6. In further consideration of being permitted to work as an Independent Contractor, I understand that all sales are final and that the remaining unused sessions may be transferred to another individual, but not refunded. \_\_\_\_\_ (initial)

I have read the above information and fully understand its contents. I voluntarily agree to the terms and conditions stated above. \_\_\_\_\_ (initial)

Contractor's Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Contractor's Signature \_\_\_\_\_ Date \_\_\_\_\_