

Liability Waiver, Release of Liability & Assumption of Risk

To be read and signed by every client before their first paid session, per program policy.

1. Assumption of Risk

I understand that participation in exercise, strength training, hybrid calisthenics, weightlifting, and assisted stretching services provided by Victor Manly / ManlyMovement ("Coach") involves physical exertion and carries inherent risks, including but not limited to muscle strains, sprains, joint injury, soreness, fatigue, dizziness, cardiovascular events (including, in rare cases, serious injury or death), and aggravation of pre-existing conditions. This applies whether the session is delivered in-person or virtually.

I VOLUNTARILY AND KNOWINGLY ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND UNDERSTAND THEY EXIST WHETHER THE ACTIVITY IS PERFORMED CORRECTLY OR INCORRECTLY.

2. Release of Liability

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN MANLYMOVEMENT COACHING SERVICES, I, ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, AND ASSIGNS, HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE VICTOR MANLY, MANLYMOVEMENT, AND ANY AFFILIATED FACILITY (INCLUDING STRETCHLAB FIRST COAST WHERE SESSIONS ARE HOSTED) FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, OR CAUSES OF ACTION ARISING OUT OF ORDINARY NEGLIGENCE CONNECTED WITH MY PARTICIPATION IN THESE SERVICES.

WHAT THIS DOES NOT COVER

This release does not, and cannot under Florida law, waive liability for gross negligence, recklessness, or intentional misconduct. Nothing in this document limits any right that cannot lawfully be waived.

3. Medical Acknowledgment

- I confirm that I have disclosed all current and past injuries, surgeries, and diagnosed medical conditions on my Client Snapshot intake form, to the best of my knowledge.
- If a condition was flagged requiring physician clearance, I confirm that clearance has been obtained and provided, or I understand my program will be limited to non-loaded, screening-only activity until it is.
- I am not aware of any medical reason that would prevent my safe participation, beyond what I have disclosed.
- I will notify my Coach immediately of any change in my health status, medication, or physical condition that could affect my ability to safely train.

4. Photo & Video Release (Optional)

Select one:

- ☐ I **consent** to ManlyMovement using photos or videos of me taken during sessions for social media (@manly_movement) and marketing purposes.
- ☐ I **do not consent** to my photo or video being used for any purpose.

5. Emergency Contact

Contact Name

Relationship

Phone

6. Governing Law & Severability

This agreement is governed by the laws of the State of Florida. If any provision of this document is found unenforceable, the remaining provisions remain in full force and effect.

If the participant is under 18: A parent or legal guardian must review and sign this document on the minor's behalf, in the Parent/Guardian signature block below. Under Florida law, a parent's signature does not waive a minor's own right to bring a claim for ordinary negligence after reaching adulthood — this document still requires review by a Florida-licensed attorney if you plan to train clients under 18.

Signature

By signing below, I confirm that I have read this entire document, understand its contents, and am signing it voluntarily.

Print Name

Date

Signature

Signature (Parent/Guardian, if under 18)

This document is a general-purpose template prepared for ManlyMovement's internal use and has not been reviewed by an attorney. Liability waiver enforceability varies by jurisdiction — under Florida law, a waiver must be clear, conspicuous, and specific to the activity, and cannot excuse gross negligence or intentional misconduct regardless of what it states. Have this document reviewed by a Florida-licensed attorney before putting it into use, and before training any client under 18.