



POWERHOUSEATX LLC

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WAIVER, RELEASE & ASSUMPTION OF RISK

I, _____, have volunteered to participate in a fitness program provided to me by **POWERHOUSEATX LLC**. You agree that if you engage in any physical exercise, including personal training, group training, or enter our premises or use any facility or equipment on our premises for any purpose, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer. This includes injury or damage sustained while and/or resulting from your participation in the physical program or use of any equipment, whether provided to you by facility equipment or otherwise, including injuries or damages arising out of the negligence of Trainer, whether active or passive, or any of Trainer's affiliates, employees, agents, representatives, successors, and assigns.

Your assumption of risk includes, but is not limited to, your use of any exercise equipment, locker rooms, sidewalks, parking lots or other general areas of any facilities, or any equipment. You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to weightlifting, walking, jogging, running, aerobic activities or recreational endeavor. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Trainer or otherwise.

THIS WAIVER AND RELEASE OF LIABILITY INCLUDES, WITHOUT LIMITATION, INJURIES WHICH MAY OCCUR AS A RESULT OF (1) EQUIPMENT BELONGING TO TRAINER OR TO MYSELF THAT MAY MALFUNCTION OR BREAK; (2) ANY SLIP, FALL, DROPPING OF EQUIPMENT; (3) AND/OR NEGLIGENT INSTRUCTION OR SUPERVISION.

I, _____, have been informed of, understand and am aware that any exercise program, whether or not requiring the use of exercise equipment, is a potentially hazardous activity.

I also have been informed of, understand and am aware that any exercise and/or fitness activities involve a risk of injury, as well as abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability or death, and that I am voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury, regardless of severity, or death.

I have been advised that an examination by a physician should be obtained by anyone prior to commencing a fitness and/or exercise program, or initiating a substantial change in the amount of regular physical activity performed. If I, _____, have chosen not to obtain a physician's consent prior to beginning this fitness program with Trainer, I hereby agree that I am doing so solely at my own risk. In any event, I acknowledge and agree that I assume the risks associated with any and all fitness related activities and/or exercises in which I participate.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS FORM IN ITS ENTIRETY AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST POWERHOUSEATX FOR YOUR NEGLIGENCE, TRAINER'S NEGLIGENCE, OR FOR ANY DEFECTIVE EQUIPMENT USED WHILE RECEIVING TRAINING FROM POWERHOUSEATX LLC. YOU HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

This form is an important legal document that explains the risks you are assuming by participating in an exercise program or use of the facility. It is critical that you have read and understand this document completely. If you do not understand any part of this document, it is your ultimate responsibility to ask for clarification prior to signing it.

PARTICIPANT SIGNATURE

DATE

PRINT NAME

SIGNATURE

Parent or legal guardian — required if participant is under 18 years of age.

DATE

PRINT NAME (PARENT/GUARDIAN)

SIGNATURE (PARENT/GUARDIAN)



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