

Gym and Fitness Liability Waivers - Getting Started

Are gym waivers and fitness liability waivers effective at protecting your business from lawsuits?

Chances are you've seen stories of egregious lawsuits against fitness professionals and businesses, despite waivers signed, and wonder if investing in waivers is necessary. The thing is - You'll always hear about successful lawsuits against gyms and fitness centers, but what news outlet is going to write about the many cases dismissed outright due to a waiver?

Consider the example of [Jimenez vs. 24 Hour Fitness](#). Etelvina Jimenez fell backward off of a treadmill and suffered a major head injury when she came into contact with another piece of exercise equipment. Her legal team argued that the treadmill was too close to other equipment, which could be seen as gross negligence in not enforcing a reasonable safety standard. However, in the state of California, there is no legal equipment spacing requirement, and ultimately the waiver she signed had the case dismissed.

Along with making sure you are properly insured, investing in the quality of your fitness waiver is the most important step to take in protecting your business.

What clauses need to be included in a fitness waiver?

A waiver is a legal contract and needs to be given the same care you would give any legal document to [ensure that your waiver is enforceable](#). Waiver laws and the wording required varies across countries, states, and provinces, and any vague language in your waiver creates loopholes that can be exploited by lawyers.

This is why it is always recommended that you consult with a lawyer when drawing up your waiver forms.

In general, your fitness waiver will need to include the following important clauses so that your customers and students fully acknowledge the risks involved in participating:

- **Exculpatory Clause:** Removes liability from one party during the course of the contract and [waives the right to sue for negligence](#).
- **Indemnity Clause:** Transfers responsibility for liability due to loss or damage [from the business to the person signing the contract](#).
- **Assumption of Risk Clause:** This shows that the person signing the contract [agrees to assume the risk inherent to the activity](#) that they will participate in.

You can find some fitness waiver templates that include examples of these clauses further down in this post.

When waivers fall short - understanding gross negligence

Waivers protect gyms and fitness professionals every day and are a shield against lawsuits related to risks that are inherent in fitness activities. Where they fall short is when a fitness business or professional is found guilty of **gross negligence**: a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both.

Examples of gross negligence in a gym or fitness class include:

- Not having first aid-qualified staff on duty
- Not having first aid equipment or an AED readily available
- Failure to block access to broken equipment
- Failure to repair hazards on site (Slipping/Tripping hazards, Fire risks etc.)
- Hiring staff that aren't fully qualified/certified
- Pushing a participant to perform an action that is beyond their current capability
- Pushing a participant to perform an action despite knowledge of a pre-existing condition

As a service provider, you are legally required to exercise a reasonable standard of care when working with your customers. That involves proactively ensuring the items on the list above are managed, as well as managing any other potential risks involved in your business. Failure to do so means that your waiver becomes a much weaker defense in court.

In order to ensure you are exercising your duty of care, it's important to identify and minimize risks through risk management. We encourage you to read this comprehensive guide on how to put together a [risk management plan for fitness professionals](#).

Fitness waiver and release form templates

We have scoured the web to find the best waiver examples for fitness that you can use as a basis for your own waiver. As mentioned above, we highly recommend engaging the services of a lawyer to ensure that your waiver is fully compliant with local laws and provides air-tight wording to protect your business.

Fitness and Gym Waivers

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