

By agreeing to these terms & conditions, I hereby accept all risks associated with participating in a physical fitness and/or nutrition program from Milsner Fitness. I release and forever discharge Milsner Fitness, its owners, employees, or other agents from any and all responsibilities, damages or other liability resulting from or in any way related to my participation in any of the physical fitness or nutrition program components from Milsner Fitness. By entering this website or purchasing or using our blog, e-mails, programs, services, and/or products, you are agreeing to accept all parts of this disclaimer. Thus, if you do not agree to the disclaimer below, STOP now, and do not use our website, blog, e-mails, programs, services, or products. By using this website, blog, e-mails, or any of our programs, services, or products, you implicitly signify your agreement to all parts of the below disclaimer.

1. I acknowledge that I am willingly choosing to participate in any activities or programs that may potentially result in damage to personal property, serious injury, disability or death. I further acknowledge that there may be other risks not easily foreseeable at this time. I hereby assume full responsibility for all the known and unknown risks and waive all claims of injury to my body or property.

2. We will not be held responsible in any way for the information that you request or receive through or on our website, blog, e-mails, programs, services and/or products. In no event will we be liable to any party for any direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on this website or blog, e-mails, programs, services, and/or products, including, without limitation, any lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information or any other loss, malady, disease or difficulty, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties.

3. Milsner Fitness trainers and coaches strongly recommend that you consult with your physician before beginning any exercise program. You must be in good physical condition and medically approved to participate in the exercise and/or nutrition program. Milsner Fitness trainers and coaches is not a licensed medical care provider and represents that it has no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition.

4. You should understand that when participating in any exercise or exercise and/or nutrition program, there is the possibility of physical injury. If you engage in this exercise or exercise program, you agree that you do so at your own risk, are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge Milsner Fitness trainers from any and all claims or causes of action, known or unknown, arising out of Milsner Fitness trainers.

5. The information provided is not intended to be a substitute for professional medical advice, diagnosis or treatment. Never disregard professional medical advice, or delay in seeking it, because of something you have read on this website. Never rely on information on this website in place of seeking professional medical advice.

6. Milsner Fitness trainers and coaches (milsnerfitness.com) are not responsible or liable for any advice, course of treatment, diagnosis or any other information, services or products that you obtain through this site. You are encouraged to consult with your doctor with regard to this information contained on or through this website. After reading articles, watching videos or reading other content from this website, you are encouraged to review the information carefully with your professional healthcare provider.

7. We are not doctors. The information we provide is based on my personal experience and studies of exercise/nutritional science.

8. The information contained in our website, blog, guest blogs, e-mails, programs, services and/or products is for educational and informational purposes only, and is made available to you as self-help tools for your own use. While we draw on our prior professional expertise and background in many areas, you acknowledge that we are supporting you in our roles exclusively as fitness coaches only.

9. We are not medical health practitioners or mental health providers and we are not holding ourselves out to be in any capacity. Rather, we serve as coaches, mentors and guides who help you reach your own health and wellness goals.

10. We aim to accurately represent the information provided on this website, blog, e-mails, programs, services, and products. You are acknowledging that you are participating voluntarily in using our website or blog or in any of our emails, programs, services, and/or products, and you alone are solely and personally responsible for your results. You acknowledge that you take full responsibility for your health, life and well-being, as well as the health, lives and well-being of your family and children (born and unborn, as applicable), and all decisions now or in the future.

11. In the event that you use the information provided through our website, blog, e-mails, programs, services, and/or products, we assume no responsibility.

12. Every effort is made to ensure the accuracy of published information on or through our website, blog, e-mails, programs, services and products; however, the information may inadvertently contain inaccuracies or typographical errors. Every effort has been made to present you with the most accurate, up-to-date information, but because the nature of exercise and nutritional research is constantly evolving, we cannot be held responsible for the accuracy of our content.

13. I acknowledge that Milsner Fitness will offer the most effective programs known at the current time but, as individuals respond differently to the same program, cannot guarantee the safety or effectiveness of the program. Therefore, the services offered by Milsner Fitness are done so without warranties or guarantees of any kind, express or implied.

14. I understand that a physician's approval is recommended before starting any physical fitness program and I have obtained that approval or acknowledge the risks and state that I am in good physical condition.

15. I understand that Milsner Fitness recommends consistent participation for optimal results, and that appointments should be rescheduled as soon as practical and possible. I acknowledge that I am 18 years of age or older and I agree to all statements. I understand the risks and benefits and agree to discharge, release, and hold harmless Milsner Fitness, its owners, employees, or other agents from any and all liability for damage claims or losses resulting from my participation in a Milsner Fitness workout, except for gross negligence on Milsner Fitness. I sign this voluntarily and with full acknowledgement of its significance.

16. I acknowledge that by accepting these terms and conditions that I'm Opting-In to communication via text and email from Milsner Fitness. This is included, but not limited to, email and text confirmations and reminders regarding class participation, email campaigns, and exercise & nutritional related content. Here are the Opt-In Instructions: Users will receive an initial test message from us to coordinate the timing of their scheduled class. A minimum number of text messages will be sent during this coordination period. No text messaging will be done outside of this particular transaction unless the user specifically provides permission or responds with further questions. This service is available for phones with text messaging capabilities, and subscribers on AT&T, Verizon Wireless, T-Mobile®, Sprint, Virgin Mobile USA, Cincinnati Bell, Centennial Wireless, Unicef, U.S. Cellular®, and Boost. For help, respond to our text message with HELP, email milsnerfitness@gmail.com, or call 1.619.892.8052. Here are the Stop Instructions: You can opt-out of SMS messaging at any time by responding to our text message anytime with "STOP". To opt-out of email communication, you can click "Unsubscribe" listed at the bottom of each email. You can get help at any time by responding with "HELP" at any time. Or you can request to be removed via email by sending your mobile number to milsnerfitness@gmail.com and requesting to be removed. After this you will no longer receive any Milsner Fitness related text messages to your mobile number, unless you accept these terms & conditions again.