

GUEST WAIVER
Complete both sides

Member Name: _____ **Guest Name:** _____ **Date:** _____

Guest Fee is \$10 Paid by (Check One): 1. Cash/check _____ OR 2. Charge to Member (Name on Account) _____

Individual Fitness Solutions Ltd
Informed Consent Agreement

In order to ensure the highest degree of safety at Individual Fitness Solutions Ltd, we request that you complete and sign this Informed Consent Agreement prior to using the facility, equipment, or personal training services.

I, _____ declare that I intend to use some or all of the facility and programs offered by Individual Fitness Solutions Ltd and I understand that each person has a different capacity for participation in such activities and services. I am aware that all services, activities or programs offered are either education, recreational or self-directed in nature. I assume full responsibility, during and after my participation, for my choices to use or apply at my own risk, any portion of the information or instruction I receive.

I understand that part of the risk involved in undertaking any activity is relative to my own state of fitness or health (physical, mental or emotional) and to the awareness, care and skill with which I conduct myself in that activity or program of Individual Fitness Solutions Ltd brings with it my assumption of those risks or results stemming from this choice and the fitness, health, awareness, care and skill that I possess and use.

I further understand that the activities, programs and services offered by Individual Fitness Solutions Ltd, employees, or contractors are sometimes conducted by personnel who may not be licensed, certified, or registered instructors or professionals. I accept the fact that the skills and competencies of some employees and/or volunteers will vary according to their training and experience and that no claim is made to offer assessment or treatment of any mental or physical disease or condition by those who are not duly licensed, certified, or registered and herein employed to provide such professional services.

I recognize that by participating in the activities, facilities, programs and services offered by Individual Fitness Solutions Ltd, I may experience potential health risks such as transient light-headedness, fainting, abnormal blood pressure, chest discomfort, leg cramps, and nausea and that I assume willfully those risks. I acknowledge my obligation to immediately inform the nearest supervising employee or contractor of any pain, discomfort, fatigue or any other symptoms that I may suffer during and immediately after my participation. I understand that I may stop or delay my participation in any activity or procedure if I so desire and that I may also be requested to stop and rest by a supervising employee, or contractor who observes any symptoms of distress or abnormal response.

I understand that I may ask any questions or request further explanation or information about the activities, facility, programs and services offered by Individual Fitness Solutions Ltd at any time before, during or after my participation.

I declare that I have read, understood and agree to the contents of this informed consent agreement in its entirety by my signature below. (adult signature required for any minor under the age of 18yrs)

Guest Signature(s) (Parent or Guardian if under 18 years of age):

#1 Signature: _____ Print Name: _____ Date: _____

#2 Signature: _____ Print Name: _____ Date: _____

#3 Signature: _____ Print Name: _____ Date: _____

24 Hour Access Club

WAIVER & RELEASE FORM

You have agreed to purchase a membership at a facility that allows you access at any time. As such, you are aware that there will be **no supervision or assistance**. You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack, that there will likely be no one to respond to your emergency and this facility has no duty to provide assistance to you. Even though this facility is equipped with surveillance cameras, it is likely that should you require immediate assistance, none will be provided. We **HIGHLY** recommend that you have a workout partner accompany you while at the club, but it is entirely up to you. **Initial** _____

Because physical exercise can be strenuous and subject to risk of serious injury, the club urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, or participant) agree that if you engage in any physical exercise or activity, or use any club amenity on the premises or off premises including any sponsored club event, you do so **entirely at your own risk**. You agree that you are voluntarily participating in the use of this facility **and assume all risks** of injury, illness, or death. We are also not responsible for any loss of your personal property. **Initial** _____

This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of; (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment and (c) your slipping and/or falling while in the club, or on the club premises, including adjacent sidewalks and parking areas. **Initial** _____

You acknowledge that you have carefully read this "waiver and release" and fully understand that it is a **release of liability**. You expressly agree to release and discharge the club, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the club for negligence, personal injury or property damage. **Initial** _____

Note: Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this agreement will remain in full force.

Signed: _____

Printed Name: _____

Dated: ___/___/___
5/12/05

Guest(s) Signature (Parent or Guardian if under 18 years of age):

#1 Signature: _____ Print Name: _____ Date: _____

#2 Signature: _____ Print Name: _____ Date: _____

#3 Signature: _____ Print Name: _____ Date: _____