

**CLASS CONSENT AND WAIVER**

First Name _____ Last Name _____

Address _____

City _____ State _____ Zip _____

Phone # Home _____ Cell # _____ Email _____

How did you hear about us? _____

Emergency Contact Name & Phone Number _____

I, _____, understand that fitness classes may consist of all or some of the following components: cardiovascular conditioning, strength training, core conditioning, postural/corrective exercise, balance/agility training, sport specific exercises and static/dynamic stretching. I understand that a regular exercise program has been shown to have definite benefits to general health and wellbeing. However, I also realize this physical activity may cause or aggravate a physical injury or medical condition.

Description of Potential Risks

I understand that no exercise program is without inherent risks regardless of the care taken by GYMGUYZ, LLC, its parents, affiliates, franchisees and any of their employees or contractors (collectively "GYMGUYZ") and that my personal safety cannot be guaranteed. I realize that when participating in any exercises, particularly those that induce cardiovascular stress, there is a chance of injury (e.g., heart attack, stroke, other cardiovascular accidents, paralysis) or death. There may also be other risks not known or reasonably foreseen at this time. I am fully aware of and assume the risks and hazards incident to such participation and the associated damages or loss which I may sustain. I am voluntarily participating in Fitness Classes.

Participant Acknowledgments

As valid consideration for: (i) participation in the classes and activities offered; and (ii) use of the equipment and other services offered (collectively, the "Fitness Classes"), I agree as follows:

- ❖ I acknowledge that my participation is completely voluntary and I understand the potential physical risks.
- ❖ I understand that certain physical touching may be necessary to ensure proper technique and body alignment and acknowledge that it is my responsibility to let my trainer know if I prefer not to be touched or adjusted.
- ❖ I understand that the achievement of health or fitness goals cannot be guaranteed.
- ❖ I have asked questions regarding any concerns I have and have had those questions answered to my satisfaction.
- ❖ I am in good physical condition and have no impairment which might prevent my participation in the Fitness Classes. I understand that it is my responsibility to consult with a physician prior to engaging in physical activity or participating in any Fitness Classes, and to receive prior approval. I have not been advised by a health care professional to refrain from participating in strenuous activities. I understand that I am responsible for determining whether I am physically and medically able to participate or whether I should discontinue my participation in any physical activity at any time. I understand that GYMGUYZ assumes no duty to me to ensure my physical or medical ability to participate in any physical activity, whether before, during or after such activity. I agree not to participate unless I am medically able and have been cleared for exercise by my healthcare provider. I acknowledge that if I am pregnant or may be pregnant, it is my responsibility to consult my physician prior to participating in any Fitness Classes.
- ❖ I understand that any recommendation for changes in diet including the use of food supplements, weight reduction, and or bodybuilding enhancements products are entirely my responsibility and I should consult with my physician prior to undergoing any dietary or food supplement changes.
- ❖ I understand that I should cease exercise immediately if I experience unusual discomfort and/or feel the need to stop for any reason.
- ❖ I agree that I will not utilize any equipment provided in connection with the Fitness Classes unless and until I have inquired about and understand the proper use and I will operate such equipment in strict accordance with instructions.
- ❖ In the event of any emergency, I authorize GYMGUYZ to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for my immediate care and agree that I will be responsible for the payment of any and all medical services rendered.
- ❖ I understand, acknowledge and agree that any trainer may be assigned to a Fitness Class. In addition, I agree not to utilize the services of any trainer with whom I have met and/or used through my association with GYMGUYZ outside of that association.
- ❖ I understand that I will be charged in full for each Fitness Class I attend even if I do not attend the entire class.

- ❖ If I am on a payment installment plan for a group of Fitness Classes and my payments are not made in a timely fashion, I understand that my access to the Fitness Classes may be suspended until my outstanding invoice is current.
- ❖ If I have pre-paid for a group of Fitness Classes, I understand that I will receive a pro-rated refund on all monies pre-paid for unused Fitness Classes if GYMGUYZ determines, in its sole discretion, that I am unable to safely continue with the Fitness Classes or for any other non-discriminatory reason that does not involve fault on my part. Termination of this Agreement due to my inappropriate conduct such as my verbal or physical abuse, sexual or other harassment, or rude or discourteous conduct toward anyone associated with GYMGUYZ will not result in a refund.
- ❖ I agree to allow myself to be filmed and photographed for GYMGUYZ marketing purposes, unless I otherwise request not to be, in writing. Fitness Classes may be filmed or photographed and used for promotional purposes on websites, social media, print or television ads and anywhere else necessary. I will not receive any compensation for the use of any photos or videos in which I appear.
- ❖ By providing my e-mail address I understand that GYMGUYZ may send me electronic communications for informational, marketing or promotional purposes. I understand that additional information regarding how GYMGUYZ uses information provided to it can be found in the Privacy Policy on the GYMGUYZ website.

I, for myself and on behalf of my heirs, executors and administrators, release and discharge GYMGUYZ, LLC, its parents, affiliates and franchisees (including all of their past, present and future directors, principals, owners, subsidiaries, divisions, affiliates, agents, officers, employees and contractors) collectively (the "Released Parties"), of and from any and all liabilities, claims, demands and causes of actions (including reasonable attorney's fees and costs) based upon personal injuries or illness (including death), damages or loss to myself and others, as well as property damage arising out of or relating to (1) my participation, whether passively or actively in any Fitness Classes, including but not limited to my use of any equipment or services; (2) my presence on the premises where the Fitness Classes are held; and (3) my transportation to any location where any Fitness Classes are held, and I agree not to bring any suits, claims, causes of action, demands or legal actions against the Released Parties. The release contained herein will be construed to apply to the greatest extent permitted by law and, if permitted by law, will apply even if any such injury or damage is caused in whole or in part by the Released Parties' own negligence or the negligence or willful conduct of any other individual who is participating in any Fitness Classes with me.

I, for myself and on behalf of my heirs, executors and administrators, agree to indemnify and hold harmless the Released Parties, against all actions, claims, demands, judgments, executions, debts, costs of litigation and attorney fees of every kind and nature whatsoever, which may in any way arise out of or result from my acts or omissions in connection with any Fitness Classes. The indemnity contained in this paragraph will apply even if any such injury or damage is caused, in part, by the Released Parties' own negligence.

In the event any provision of this Consent and Waiver is found to be legally invalid or unenforceable for any reason, all remaining provisions will remain in full force and effect. In the event any provision of this document is found by a court of competent jurisdiction to exceed the limits permitted by any applicable law or to be invalid or unenforceable as written, such court(s) may exercise its discretion in reforming such provision(s) to the extent necessary to make it reasonable and enforceable.

It is agreed that all disputes, controversies, or claims shall be submitted to binding arbitration before and in accordance with the Commercial Rules of the American Arbitration Association then in effect. It is acknowledged, understood and agreed that, the parties are waiving their respective rights to seek remedies in court, including the right to a jury trial. The parties waive, to the fullest extent permitted by law, any right they may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement, whether based in contract, tort, statute (including any federal or state statute, law, ordinance or regulation), or any other legal theory. It is expressly acknowledged, understood and agreed that: arbitration is final and binding; the parties are waiving their right to seek legal remedies in court including the right to a trial by jury; pre-arbitration discovery generally is more limited than and different from that available in court proceedings; the arbitrator's award is not required to include factual findings or legal reasoning; and any party's right to appeal or vacate, or seek modification of, the arbitration award, is strictly limited by law. It is understood, acknowledged and agreed that in any such arbitration, each party will be solely responsible for payment of his/her/its own counsel fees, with the costs of arbitration borne equally by the parties. Any such arbitration shall be governed by, and construed in accordance with, the law of the State of Pennsylvania and shall take place in Northampton County, PA .

I have read and understand the above agreement and I am freely signing this agreement. I understand that I have the right to have an attorney of my choosing review and advise me as to the terms and conditions.

Client Name (please print) _____

Client Signature _____

Date _____